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10 **UNITED STATES DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA

11 SAN DIEGO COASTKEEPER, a California
12 non-profit corporation, COASTAL
13 ENVIRONMENTAL RIGHTS
14 FOUNDATION, a California non-profit
corporation,

15 Plaintiffs,

16 vs.

17 22nd DISTRICT AGRICULTURAL
18 ASSOCIATION, a California Special
19 District;

20 Defendant.
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**Civil Case No. 3:17-cv-02448-CAB-
BGS**

CONSENT DECREE

**(Federal Water Pollution Control Act,
33 U.S.C. §§ 1251 *et seq.*)**

1 **CONSENT DECREE**

2 The following Consent Decree is entered into by and between San Diego
3 Coastkeeper ("Coastkeeper") and Coastal Environmental Rights Foundation ("CERF")
4 (collectively, "Plaintiffs") and 22nd District Agricultural Association ("District"). The
5 entities entering into this Consent Decree are each an individual "Settling Party" and
6 collectively the "Settling Parties."

7 **WHEREAS**, Coastkeeper is a 501(c)(3) non-profit public benefit corporation
8 organized under the laws of the State of California, with its main office in San Diego,
9 California;

10 **WHEREAS**, Coastkeeper is dedicated to the preservation, protection, and defense
11 of the rivers, creeks, and coastal waters of San Diego County from all sources of pollution
12 and degradation;

13 **WHEREAS**, CERF is a non-profit organization founded by surfers in North San
14 Diego County and active throughout California's coastal communities;

15 **WHEREAS**, CERF was established to aggressively advocate, including through
16 litigation, for the protection and enhancement of coastal natural resources and the quality
17 of life for coastal residents, and one of CERF's primary areas of advocacy is water quality
18 protection and enhancement;

19 **WHEREAS**, District is a state agency special district formed under Cal. Food &
20 Agric. Code § 3951 and is the operator of the facility owned by the State of California
21 known as the "Del Mar District," hereinafter referred to by the Settling Parties as the
22 "Facility;"

23 **WHEREAS**, portions of the Facility are designated a large concentrated animal
24 feeding operation ("CAFO") under 40 C.F.R. § 122.3.

25 **WHEREAS**, the discharges from those portions of the Facility designated as a
26 CAFO are regulated by the National Pollutant Discharge Elimination System ("NPDES")
27 General Permit No. CAS000001 [State Water Resources Control Board] Water Quality
28 Order No. 92-12-DWQ, as superseded by Order No. 97-03-DWQ ("1997 IGP"), and as

1 superseded by Order No. 2014-0057-DWQ (“2014 IGP”)(collectively, “IGP”);

2 **WHEREAS**, Plaintiffs’ members live and/or recreate in and around waters which
3 Plaintiffs’ members allege receive discharges from the Facility, including specifically the
4 Clean Water Act § 303(d) listed San Dieguito River;

5 **WHEREAS**, on May 12, 2016 Plaintiffs sent District, the United States
6 Environmental Protection Agency (“EPA”), EPA Region IX, the State Water Resources
7 Control Board (“State Board”), and the San Diego Regional Water Quality Control Board
8 (“Regional Board”) a notice of intent to file suit (“Notice Letter”) under Sections 505(a)
9 and (b) of the Clean Water Act, 33 U.S.C. §§ 1365(a) and (b). The Notice Letter alleged
10 violations of Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a), and violations
11 of the 2014 IGP and the 1997 IGP at the Facility. A copy of the Notice Letter is attached
12 hereto as Exhibit A;

13 **WHEREAS**, on December 6, 2017, Plaintiffs filed a complaint against District in
14 the United States District Court, Southern District of California (Case No. 3:17-cv-02448-
15 CAB-BGS), alleging violations of Section 301(a) of the Clean Water Act, 33 U.S.C. §
16 1311(a), and violations of the IGP at the Facility (“Complaint”);

17 **WHEREAS**, Plaintiffs allege District to be in violation of the substantive and
18 procedural requirements of the 1997 IGP, the 2014 IGP, and the Clean Water Act with
19 respect to the Facility;

20 **WHEREAS**, District denies all allegations in the Notice Letter and Complaint
21 relating to the Facility;

22 **WHEREAS**, Plaintiffs and District have agreed that it is in the Settling Parties’
23 mutual interest to enter into a Consent Decree setting forth terms and conditions
24 appropriate to resolving the allegations set forth in the Complaint without further
25 proceedings;

26 **WHEREAS**, all actions taken by District pursuant to this Consent Decree shall be
27 made in compliance with all applicable federal and state laws and local rules and
28 regulations.

1 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE**
2 **SETTLING PARTIES, ORDERED, AND DECREED BY THE COURT AS**
3 **FOLLOWS:**

4 1. The Court has jurisdiction over the subject matter of this action pursuant to
5 Section 505(a) of the Clean Water Act, 33 U.S.C. § 1365(a);

6 2. Venue is appropriate in the Southern District of California pursuant to Section
7 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the Facility is located
8 within the Southern District of California;

9 3. The Complaint states claims upon which relief may be granted pursuant to
10 Section 505(a)(1) of the Clean Water Act, 33 U.S.C. § 1365(a)(1);

11 4. Plaintiffs have standing to bring this action;

12 5. The Court shall retain jurisdiction over this matter for purposes of enforcing
13 the terms of this Consent Decree for the life of the Consent Decree, or as long thereafter as
14 is necessary for the Court to resolve any motion to enforce this Consent Decree.

15 **I. OBJECTIVES**

16 It is the express purpose of the Settling Parties entering into this Consent
17 Decree to further the objectives set forth in the Clean Water Act, 33 U.S.C. §§ 1251, et
18 seq., and to resolve those issues alleged by Plaintiffs in their Complaint. In light of these
19 objectives and as set forth fully below, District agrees to comply with the provisions of
20 this Consent Decree and to comply with the requirements of the 2014 IGP Permit and
21 all applicable provisions of the Clean Water Act. Specifically, District agrees to comply
22 with Discharge Prohibitions, Effluent Limitations, and Receiving Water Limitations set
23 forth in the 2014 IGP for the CAFO areas at the Facility as more fully described in
24 Exhibit B.

25 **II. AGENCY REVIEW AND TERM OF CONSENT DECREE**

26 A. Plaintiffs shall submit this Consent Decree to the United States Department of
27 Justice and the EPA (collectively "Federal Agencies") within three (3) business days of
28 the final signature of the Settling Parties for agency review consistent with 40 C.F.R. §

1 135.5. The agency review period expires forty-five (45) days after receipt by both
2 agencies, as evidenced by written acknowledgement of receipt by the agencies or the
3 certified return receipts, copies of which shall be provided to District. In the event that the
4 Federal Agencies object to entry of this Consent Decree, the Settling Parties agree to meet
5 and confer to attempt to resolve the issue(s) raised by the Federal Agencies within a
6 reasonable amount of time.

7 **B.** The term "Effective Date" as used in this Consent Decree shall mean the day the
8 Court enters this Consent Decree.

9 **C.** This Consent Decree shall terminate one (1) year after the project completion date
10 set forth in Exhibit D ("Termination Date"), unless tolled by delays as set forth in
11 provision Section VIII (Force Majeure Provision) or there is a prior ongoing, unresolved
12 dispute regarding District's compliance with this Consent Decree.

13 **III. POLLUTION CONTROL REQUIREMENTS**

14 **A. Storm Water Pollution Reduction Measures.**

15 1. Within thirty (30) days of the Effective Date, District shall amend its
16 Municipal Separate Storm Sewer System ("MS4") Storm Water Management
17 Plan ("SWMP") to incorporate the District's Storm Water Pollution Prevention
18 Plan ("SWPPP") for the CAFO areas into the SWMP by reference.

19 2. The storm water pollution control measures required by this Consent Decree
20 for the CAFO areas of operation shall be designed and operated to comply fully
21 with the requirements in 40 C.F.R. §§ 412.10-.15 and the 2014 IGP ("CAFO
22 Requirements"). The Settling Parties acknowledge the District is in the process of
23 implementing a storm water improvement program referred to as the "CAFO
24 Stormwater Improvement Project." The Parties hereby incorporate and make the
25 implementation of the CAFO Stormwater Improvement Project a requirement of
26 this Consent Decree. The schematic design for the CAFO Stormwater
27 Improvement Project is attached as Exhibit C.

28 /././

B. Implementation Schedule.

The CAFO Stormwater Improvement Project shall be implemented according to the schedule set forth in Exhibit D.

C. Numeric Limits For CAFO Discharges.

Storm water discharged from the District associated with CAFO and non-CAFO activities at CAFO Outfall # 2 ("Outfall #2) shall not contain pollutants above the levels set forth in Table 1 after completion of the CAFO Stormwater Improvement Project.

**Table 1: Numeric Limits for Discharges from
CAFO Areas to Stevens Creek Outfall # 2)**

Parameter	Limit	Test Method
Fecal Coliform	400 MPN/100mL	SM 9221E
Total Coliform	10000 MPN/100 mL	SM 9221B
Enterococci	61 MPN/100 mL	Enterolert
Total Dissolved Solids	500 mg/L	SM 2540C
Total Suspended Solids	100 mg/L	SM-2540-D
Total Nitrogen	0.68 mg/L**	SM 4500
Dissolved Copper	0.013*	EPA-200.8
Dissolved Zinc	0.12*	EPA-200.8
Chemical Oxygen Demand (COD)	120 mg/L	SM 5220C
Chloride	250 mg/L	EPA 300.0
Total Phosphorous	0.1 mg/L***	SM 4500 P

* The Numeric Limits for metals marked with asterisk are hardness dependent, and may be adjusted as set out in Volume 65, No. 97 of the Federal Register, May 18, 2000, Rules and Regulations for both hardness and water effects ratios.

** The IGP Numeric Action Level and 2015 EPA MSGP Benchmark for total Nitrogen is 0.68 mg/L. The Basin Plan establishes a receiving water limitation for total Nitrogen of 1.0 mg/L. For the purposes of this content decree the value 0.68 mg/L is used and shall be deemed compliance with provision V of the IGP and shall be deemed BAT/BCT. For the purposes of this consent decree the value 1.0 mg/L Nitrogen shall be deemed compliance with provision VI of the IGP.

1 *** In accordance with the San Diego Basin Plan, “a desired goal in order to prevent
2 plant nuisances in streams and other flowing waters appears to be 0.1 mg/l total
3 Phosphorous. These values are not to be exceeded more than ten percent (10%) of
4 the time unless studies of the specific body in question clearly show that water
5 quality objective changes are permissible and changes are approved by the Regional
6 Board.”

7 **D. Action Plan Reporting Requirement for CAFO Outfall (Outfall #2).¹**

8 1. The Settling Parties recognize that the District is in the process of designing,
9 permitting and constructing the CAFO Stormwater Improvement Project
10 intended to address storm water discharges from the CAFO areas subject to the
11 2014 IGP Permit. Therefore, while the District will continue to comply with the
12 terms of the 2014 IGP Permit, the terms of this Article III will become effective
13 based on the projected date of completion of the CAFO Stormwater
14 Improvement Project set forth in Exhibit D. If, after the completion date set forth
15 in Exhibit D, and any extensions thereof, as provided in Article VIII (Force
16 Majeure), Defendant’s monitoring reveals an exceedance of the numeric limits
17 specified in Table 1, Defendant shall submit an Action Plan as discussed in this
18 Section D. Any Action Plan required by this Section shall be prepared by a
19 Qualified Industrial Storm Water Practitioner (“QISP”). This Action Plan must
20 be submitted to Plaintiffs within thirty (30) days of Defendant’s receipt of
21 sampling data showing the exceedance of the limit for the same pollutant listed
22 in Table 1 Numeric Limits. Submitting an Action Plan that does not include all
23 of the requirements in this paragraph will be considered a missed deadline.

24 2. The District shall upload the Action Plan to the Storm Water Multiple
25

26 ¹¹ The term “Action Plan” is defined by the terms set forth in this consent decree. It does
27 not have the same meaning as “Action Plan” as defined in the IGP.
28

1 Application Reporting System (“SMARTS”) within sixty (“60”) days of the
2 District’s receipt of such monitoring described in paragraph III.D.1 above. District
3 will notify Plaintiffs when an Action Plan has been uploaded. In the event that the
4 District is unable to file any of the documents set forth in this Consent Decree to
5 SMARTS due to operational difficulties of or changes to SMARTS, the District
6 will notify the Plaintiffs of the existence of such documents and email them to
7 Plaintiffs within ten (10) days of notification.

8 **3. Action Plan Requirements**

9 **(a) Identification and Assessment.** Each Action Plan submitted shall include:

- 10 (i) The identification of the pollutant(s) discharged in excess of the
11 numeric value(s) in Table 1;
- 12 (ii) An assessment of the source of each contaminant discharged in excess
13 of the numeric value(s) in Table 1 and the extent to which those
14 contaminants are associated with regulated activities;
- 15 (iii) Either (a) the identification of additional BMPs, including both
16 preventing the exposure of pollutant and pollutant sources to storm
17 water and further treatment of storm water prior to discharge from the
18 Facility that will reduce pollutant concentrations to those below Table
19 1 Numeric Limits, or, (b) for those contaminants where there is no
20 California Toxics Rule or other established receiving water limitation,
21 the identification of and demonstration that BMPs the District has
22 developed and implemented achieve BAT/BCT, and that further BMPs
23 will not achieve the numeric values established in Table 1; and
- 24 (iv) The time schedule(s) for implementation of the proposed BMPs (if
25 any).

26 **(b) Implementation Schedule.** The time schedules for implementation of the
27 BMPs identified following the Action Plan assessment are:

- 28 (i) **Non-Structural BMPs.** The time schedule(s) for implementation shall

1 ensure that all Non-Structural BMPs are implemented as soon as
2 possible, but in no case later than three (3) months after the submission
3 of the Action Plan to SMARTS, provided however that District may
4 have a single time extension for up to an additional three (3) months
5 with the submission of the following information:

- 6 a) An explanation of why it would be infeasible to implement the Non-
7 Structural BMPs in the Action Plan within three (3) months despite
8 the exercise of due diligence and good faith effort;
- 9 b) A schedule and detailed description of the necessary tasks to be
10 performed; and
- 11 c) A description of any additional temporary Non-Structural BMPs
12 that will be implemented while permanent BMPs are being
13 constructed.

14 (ii) **Structural BMPs.** The time schedule(s) for implementation shall
15 ensure that all Structural BMPs are implemented as soon as possible,
16 but in no case later than six (6) months after the submission of the
17 Action Plan to Plaintiffs, provided however that District may have a
18 single time extension for up to six (6) additional months with the
19 submission of the following information:

- 20 a) An explanation of why it would be infeasible to implement the
21 Structural BMPs in the Action Plan within six (6) months of
22 submission of the plan to Plaintiffs;
- 23 b) A schedule and detailed description of the necessary tasks to be
24 performed; and
- 25 c) A description of any additional temporary Structural BMPs that will
26 be implemented while permanent BMPs are being constructed.

27 **E. Sampling and Analysis.**

28 1. The Parties acknowledge that the District maintains a recording rain gauge

1 capable of recording rainfall to 0.1 inches. District shall maintain the recording
2 rain gauge in accordance with the manufacturers' recommendations, maintain
3 records of all maintenance and rain data, and provide such rain gauge data to
4 Plaintiffs with District's Monitoring Report, as described below.

5 2. The Parties acknowledge that the District will develop a plan for monitoring
6 all storm water and non-storm water discharges from Outfall # 2.

7 3. During the life of this Consent Decree, District shall collect samples in
8 conformity with its Monitoring Plan attached hereto as Exhibit E. For purposes of
9 this Consent Decree, this includes any storm water discharge from Outfall # 2.
10 Should District demonstrate full compliance with all of the discharge limitations
11 in Table 1 for four (4) consecutive discharge events from Outfall # 2 after
12 completion of construction of the BMPs discussed in paragraph III.A.1.-2. above,
13 District may reduce sampling in compliance with the 2014 Permit, except under
14 no circumstances shall District be permitted to collect samples from less than four
15 (4) discharge events from Outfall # 2 per year unless four (4) discharge events do
16 not occur in a particular year.

17 4. District shall comply with the analytical methods as required by this Consent
18 Decree and as more fully described in the Monitoring Plan as well as the
19 requirements set forth in 40 CFR part 136. Where there is a conflict between the
20 Consent Decree and 40 CFR part 136, the provisions of 40 CFR part 136 shall
21 apply.

22 5. District shall post the complete laboratory results of all samples collected at
23 Outfall #2 as identified in the Monitoring Plan on SMARTS and shall submit
24 laboratory results to Plaintiffs within thirty (30) days of Defendant's receipt of
25 results.

26 **F. Visual Observations.** During the life of this Consent Decree, District shall conduct
27 and document visual observations pursuant to the 2014 IGP and as more fully described
28 in the District SWPPP.

1 **G. Monitoring and Reporting Program Revisions.**

2 1. District shall submit via SMARTS and concurrently to Plaintiffs an Annual
3 Report, in conformity with the 2014 IGP.

4 2. District shall send revised copies to Plaintiffs whenever revised Monitoring
5 Plans are uploaded to SMARTS. Plaintiffs shall provide comments, if any, to
6 District within thirty (30) days of receipt of notice that the revised Monitoring
7 Plan has been uploaded. Failure to receive comments within thirty (30) days
8 shall be deemed conclusive evidence of approval of the Monitoring Plan by
9 Plaintiffs. District shall incorporate Plaintiffs' comments into the Monitoring
10 Plan, or shall justify in a writing why any comment is not incorporated within
11 thirty (30) days of receiving comments. District shall revise the Monitoring Plan
12 if there are any changes in operations, including, but not limited to, changes to
13 storm water discharge point(s) or revisions and/or additions to the BMPs
14 implemented pursuant to any Action Plan and upload the revisions to SMARTS.
15 District shall notify Plaintiffs of the upload of any revisions made pursuant to
16 the requirements of this paragraph. This section does not prevent District from
17 submitting a Monitoring Plan amendment or revision to SMARTS in any way,
18 nor does it impair District's ability to modify the Monitoring Plan unilaterally.
19 Any disputes as to the adequacy of the Monitoring Plan or revisions thereto shall
20 be resolved pursuant to the dispute resolution provisions of this Consent Decree
21 set out in Section VI below.

22 **H. SWPPP Revisions.**

23 District shall send revised copies to Plaintiffs when revised SWPPPs are uploaded
24 to SMARTs. Plaintiffs shall provide comments, if any, to District within thirty
25 (30) days of receipt of notice that the SWPPP has been uploaded. Failure to
26 receive comments within thirty (30) days shall be deemed conclusive evidence of
27 approval of the SWPPP by Plaintiffs. District shall incorporate Plaintiffs'
28 comments into the SWPPP, or shall justify in writing why any comment is not

1 incorporated within thirty (30) days of receiving comments. District shall revise
2 the SWPPP if there are any changes in operations, including, but not limited to,
3 changes to storm water discharge point(s) or revisions and/or additions to the
4 BMPs implemented pursuant to any Action Plan and upload the revisions to
5 SMARTS. This section does not prevent District from submitting a SWPPP
6 amendment or revision to SMARTS in any way, nor does it impair District's
7 ability to modify the SWPPP unilaterally. Any disputes as to the adequacy of the
8 SWPPP or revisions thereto shall be resolved pursuant to the dispute resolution
9 provisions of this Consent Decree set out in Section VI below.

10 **I. Employee Training.**

11 1. Within thirty (30) days of the Effective Date of this Consent Decree, District
12 shall develop and implement a training program, in compliance with 2014 IGP
13 Permit and its SWPPP. At a minimum the Training Program shall include the
14 following:

- 15 (a) **Language.** District shall conduct the Training Program in at least one (1)
16 language or languages in which all designated employees participating in the
17 Training Program are fluent.
- 18 (b) **Non-Storm Water Discharges.** District shall train all designated employees
19 on the prohibition of Non-Storm Water Discharges ("NSWDs"), so that
20 employees know what constitutes an NSWD, that NSWDs can result from
21 improper surface washing or dust control methods, and how to detect and
22 prevent NSWDs to ensure compliance with this Consent Decree and the 2014
23 IGP Permit.
- 24 (c) **BMPs.** District shall train all designated employees on BMP implementation
25 and maintenance to ensure that BMPs are implemented effectively to prevent
26 the exposure of pollutants to storm water, to prevent the discharge of
27 contaminated storm water, and to ensure the proper treatment of storm water
28 at properties under the District's jurisdiction that are regulated under the 2014

1 IGP Permit.

2 (d) **Storm Water Sampling.** District shall designate an adequate number of
3 employees or contractors necessary to collect storm water samples from each
4 outfall identified in the Monitoring Plan. The training shall include the proper
5 sampling protocols, including chain of custody requirements, to ensure storm
6 water samples are properly collected, stored, and submitted to a certified
7 laboratory.

8 (e) **Visual Observation Training.** District shall provide training to all designated
9 employees regarding visual observations pursuant to this Consent Decree and
10 the SWPPP.

11 2. Training shall be provided by a qualified individual who is familiar with the
12 requirements of this Consent Decree and the SWPPP. The training shall be
13 repeated annually or as necessary to ensure that all such employees are familiar
14 with the requirements of this Consent Decree, and the District's SWPPP. All new
15 designated staff shall receive this training before assuming responsibilities for
16 implementing the District's SWPPP or Monitoring Plan.

17 3. District shall maintain training records to document compliance with this
18 Section, and shall provide Plaintiffs with a copy of these records annually if
19 requested by Plaintiffs. These records are to indicate the date and nature of the
20 training but are not required to disclose any employee information.

21 **IV. MONITORING AND REPORTING**

22 **A. Monitoring Meeting.**

23 1. Within ten (10) days of each anniversary of the Effective Date of this Consent
24 Decree, or at such time mutually agreed upon by the Settling Parties, during the
25 life of this Consent Decree, Plaintiffs' representatives shall meet and confer with
26 representatives of the District to review compliance with the provisions of this
27 Consent Decree and discuss progress towards meeting the water quality goals set
28 forth herein.

1 **B. Compliance Monitoring and Oversight.**

2 1. Site Inspections: Within thirty (30) days after each of the dates set forth in
3 Exhibit D, Plaintiffs and their representatives may conduct a site inspection to
4 confirm that the milestones set forth in Exhibit D have been achieved. The site
5 inspections shall occur during normal business hours, and Plaintiffs shall provide
6 Defendant with three (3) days' notice of an intended inspection.

7 2. Subject to the Dispute Resolution provisions in Section VI. below, during the
8 term of this Consent Decree, District shall compensate Plaintiffs for costs and fees
9 incurred for monitoring meeting(s) attendance, review of District-related
10 documents and monitoring reports and action plans, submission of comments,
11 meetings held to discuss compliance deadlines and/or alternative means of
12 compliance under section VIII.C below, site inspections, and attendance at
13 additional mutually agreed upon meetings between the Settling Parties.
14 ("Monitoring Fees"). Plaintiffs shall prepare a joint invoice for submittal to
15 District. The invoice shall include a description of the monitoring activity, the
16 time spent, and the rate charged for each person that performs monitoring
17 activities. Review of IGP information or publicly distributed information from
18 the State Board or Regional Board shall not be expensed or included in the
19 invoice.

20 3. Payment shall be made within forty-five (45) days of receipt of an invoice
21 from Plaintiffs for such compliance efforts, payable to "Coast Law Group" via
22 U.S. Mail or similar delivery service. Invoices shall be submitted by Plaintiffs no
23 more frequently than on a monthly basis.

24 4. Total Monitoring Fees shall be capped at \$12,000.00 per year during the term
25 of the Consent Decree.

26 **C. District Document Provision.** During the life of this Consent Decree, District shall
27 notify Plaintiffs of all documents related to compliance with the 2014 IGP Permit at the
28 District that are not posted to SMARTS, which are submitted to the Regional Board, the

1 State Board, and/or any state or local agency, county, or municipality. District shall email
2 such reports and documents to Plaintiffs within ten (10) days of the date they are sent to
3 the agencies, counties, and/or municipalities. District shall email any correspondence
4 related to District's compliance with the 2014 IGP Permit received by District from any
5 regulatory agency, state or local agency, county, or municipality which are not posted to
6 SMARTs within ten (10) days of District's receipt of correspondence. For those
7 documents which are posted to SMARTS, District shall send copies to Plaintiffs within
8 ten (10) days of the posting. This Consent Decree shall not require District to disclose any
9 information subject to the provisions of the Homeland Security Act and all other federal
10 law that concerns security in the United States, as applicable. Nor shall District be required
11 to disclose any information or documents that constitute a trade secret under the California
12 Public Records Act, or are subject to the Attorney Client Privilege or the Attorney Work
13 Product doctrine.

14 **V. ENVIRONMENTAL PROJECT, REIMBURSEMENT OF LITIGATION FEES**
15 **AND COSTS, AND STIPULATED PAYMENT PROVISIONS**

16 **A. Environmental Project.** To remediate the alleged environmental harms alleged in
17 the Complaint, District agrees to pay \$51,570.00 to San Dieguito River Valley
18 Conservancy ("Conservancy") to benefit water quality in the San Dieguito River
19 watershed. Conservancy will invoice the District on a quarterly basis. District will
20 reimburse Conservancy for its costs in the total amount of \$51,570.00 incurred in carrying
21 out its project. District will pay the full dollar amount of invoices received within thirty
22 (30) days of receipt until the total amount of \$51,570.00 is expended. Payment shall be
23 made payable to San Dieguito River Valley Conservancy and sent to 3030 Bunker Hill St
24 #309-1, San Diego, CA 92109.

25 **B. Reimbursement of Attorneys' Fees and Costs.** District shall pay a total of
26 \$82,455.02 (Eighty-Two Thousand Four Hundred and Fifty Dollars and Two Cents) to
27 Coastkeeper and Coast Law Group to fully reimburse CERF and Coastkeeper for their
28 investigation fees and costs, expert/consultant fees and costs, and reasonable attorneys'

1 fees incurred by investigating and preparing the lawsuit and negotiating this Consent
2 Decree. Payment shall be made to “Coast Law Group, LLP Attorney Client Trust” and
3 delivered to Coast Law Group, LLP, Attn: Marco Gonzalez, 1140 South Coast Highway
4 101, Encinitas CA, 92024 within thirty (30) days of the Effective Date.

5 **VI. DISPUTE RESOLUTION AND RETENTION OF JURISDICTION**

6 **A. Continuing Jurisdiction.** This Court shall retain jurisdiction over this matter until
7 the Termination Date defined above for the purposes of implementing and enforcing the
8 terms and conditions of this Consent Decree and adjudicating all disputes among the
9 Settling Parties that may arise under the provisions of this Consent Decree, unless a Party
10 files and is granted a timely motion requesting an extension of time for the Court to retain
11 jurisdiction. The Court shall have the power to enforce this Consent Decree with all
12 available legal and equitable remedies, including contempt.

13 **B. Meet and Confer.** A party to this Consent Decree shall invoke the dispute resolution
14 procedures of this Section by notifying all other Settling Parties in writing of the matter(s)
15 in dispute. The Settling Parties shall then meet and confer in good faith (either
16 telephonically or in person) in an attempt to resolve the dispute informally over a period
17 of ten (10) days from the date of the notice. The Settling Parties may elect to extend this
18 time in an effort to resolve the dispute without court intervention.

19 **C. Dispute Resolution.** If the Settling Parties cannot resolve a dispute by the end of the
20 meet and confer process, the Parties may agree to enter into the Alternative Dispute
21 Resolution process provided by the United States District Court for the Southern District
22 of California, including but not limited to stipulating to a hearing before a Magistrate
23 Judge.

24 **D.** If the Settling Parties cannot resolve a dispute by the end of the Alternative Dispute
25 Resolution process, the party initiating the dispute resolution provision may invoke formal
26 dispute resolution by filing a motion before the United States District Court for the
27 Southern District of California. The Settling Parties agree to request an expedited hearing
28 schedule on the motion if requested by any Settling Party.

1 **1. Burden of Proof.**

2 **(a)** Except as provided in subparagraph (b) below, the burden of proof for Formal
3 Dispute Resolution shall be in accordance with applicable law.

4 **(b)** In the event of any disagreement or dispute between Plaintiff(s) and
5 Defendant over the necessity or appropriateness of implementing any
6 particular BMP or set of BMPs, Defendant shall bear the burden of
7 demonstrating that its BMPs, collectively, constitute BAT/BCT for the
8 Facility, or that it is in compliance with the terms of this Consent Decree.
9 Plaintiff(s) shall not be required to prove that Defendant's BMPs do not
10 constitute BAT/BCT.

11 **2. Enforcement Fees and Costs.** Litigation costs and fees incurred in
12 conducting a meet and confer session(s) or otherwise addressing and/or resolving
13 any dispute, including an alleged breach of this Consent Decree, shall be awarded
14 to the prevailing party in accordance with the standard established by § 505 of the
15 Clean Water Act, 33 U.S.C. §§ 1365 and 1319, and case law interpreting that
16 standard.

17 **VII. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

18 **A. Plaintiffs' Release.** Upon the Effective Date of this Consent Decree, Plaintiffs, on
19 their own behalf and on behalf of their current and former officers, directors, employees,
20 and each of their successors and assigns, and their agents, and other representatives release
21 all persons including, without limitation, District (and each of their direct and indirect
22 parent and subsidiary companies and affiliates, and their respective current and former
23 officers, directors, members, employees, shareholders, and each of their predecessors,
24 successors, and assigns, and each of their agents, attorneys, consultants, and other
25 representatives) from and waive all claims alleged in the Notice Letter and Complaint up
26 to the Effective Date of this Consent Decree.

27 **B. Parties' Release.** Unless specifically provided for in this Consent Decree, the
28 Settling Parties, on their own behalf and on behalf of their current and former officers,

1 directors, employees, and each of their successors and assigns, and their agents, and other
2 representatives release all persons including, without limitation, all other Settling Parties
3 to this Consent Decree (and each of their direct and indirect parent and subsidiary
4 companies and affiliates, and their respective current and former officers, directors,
5 members, employees, shareholders, and each of their predecessors, successors, and
6 assigns, and each of their agents, attorneys, consultants, and other representatives) from
7 any additional attorney's fees or expenses related to the resolution of this matter.

8 C. Nothing in this Consent Decree limits or otherwise affects any Party's right to
9 address or take any position that it deems necessary or appropriate in any formal or
10 informal proceeding before the State Board, Regional Board, EPA, or any other
11 administrative body on any other matter relating to District's compliance with the Clean
12 Water Act occurring or arising after the effective date of this Consent Decree. However,
13 Plaintiffs, their employees, officers, members, and directors shall not be entitled to
14 commence any civil action under Section 505(a) of the Clean Water Act, 33 U.S.C. §
15 1365(a), against District, for any violation which occurred during the period of time
16 when this Consent Decree was in force that was the subject of either the Notice of Intent
17 to Sue or the Complaint.

18 **VIII. Force Majeure**

19 A. No Settling Party shall be considered to be in default in the performance of
20 any of its obligations under this Consent Decree when performance becomes impossible
21 due to circumstances beyond the Settling Party's control, including Force Majeure, which
22 includes, but is not limited to, any act of god, war, fire, earthquake, windstorm, flood or
23 natural catastrophe; civil disturbance, vandalism, sabotage, or terrorism; restraint by court
24 order or public authority or agency; inability to proceed due to pending litigation under
25 the California Environmental Quality Act; action or non-action by, or inability to obtain
26 the necessary authorizations, approvals, or permits from, any governmental agency or
27 private party; or inability to obtain equipment or materials from the marketplace if such
28 materials or equipment are not reasonably available, though the cost of such material or

1 equipment is not a factor in whether it is reasonably available. Impossibility and/or Force
2 Majeure shall not include normal inclement weather, economic hardship, or inability to
3 pay. Any party seeking to rely upon this paragraph to excuse or postpone performance
4 shall have the burden of establishing that it could not reasonably have been expected to
5 avoid the impossibility or Force Majeure event and which by exercise of due diligence
6 has been unable to overcome the failure or performance. Delay in compliance with a
7 specific obligation under this Consent Decree due to impossibility and/or Force Majeure
8 as defined in this paragraph shall not excuse or delay compliance with any or all other
9 obligations required under this Consent Decree.

10 1. If Defendant claims compliance was or is impossible, it shall notify Plaintiffs
11 in writing as soon as possible, but in no event more than five (5) business days of
12 the date that Defendant learns of the event or circumstance that caused or would
13 cause a violation of this Consent Decree (hereinafter referred to as the "Notice of
14 Nonperformance").

15 2. Within ten (10) days of sending the Notice of Nonperformance, Defendant
16 shall send Plaintiffs a detailed description of the reason for the nonperformance
17 and the specific obligations under the Consent Decree that are or have been
18 affected by the Force Majeure. It shall describe the anticipated length of time the
19 delay may persist, the cause or causes of the delay, the measures taken or to be
20 taken by Defendant to prevent or minimize the delay, the schedule by which the
21 measures shall be implemented, and the anticipated date of compliance.
22 Defendant shall adopt all reasonable measures to avoid and minimize such delays.

23 3. The Settling Parties shall meet and confer in good faith concerning the non-
24 performance and, where the Settling Parties concur that performance was or is
25 impossible due to an event or issue in paragraph VIII.A.1, despite the timely good
26 faith efforts of Defendant, new deadlines shall be established.

27 4. If Plaintiffs disagree with Defendant's notice of impossibility and/or Force
28 Majeure, or in the event that the Settling Parties cannot timely agree on the terms

1 of new performance deadlines or requirements, either party shall have the right to
2 invoke the dispute resolution procedure pursuant to Article VI. In such
3 proceeding, Defendant shall bear the burden of proving that any delay in
4 performance of any requirement of this Consent Decree was caused or will be
5 caused by impossibility and/or Force Majeure and the extent of any delay
6 attributable to such circumstances.

7 **IX. MISCELLANEOUS PROVISIONS**

8 **A. No Admission of Liability.** Neither this Consent Decree, the implementation of
9 additional BMPs, nor any payment pursuant to the Consent Decree shall constitute or be
10 construed as a finding, adjudication, admission, or acknowledgment of any fact, law, or
11 liability, nor shall it be construed as an admission of violation of any law, rule, or
12 regulation. District maintains and reserves all defenses it may have to any alleged
13 violations that may be raised in the future.

14 **B. Construction.** The language in all parts of this Consent Decree shall be construed
15 according to its plain and ordinary meaning, except as to those terms defined in the MS4
16 Permit, the Clean Water Act, or specifically herein.

17 **C. Administrative Delay.** District shall diligently pursue any approvals required for
18 compliance with this Consent Decree. Should such diligent pursuit of approvals required
19 for compliance be unavailing due to actions by or inaction on the part of any governmental
20 or regulatory entity with jurisdiction over the District, and the District reasonably
21 demonstrates these delays are not attributable to any action or inaction on the part of the
22 District, any relevant compliance deadlines set forth in this Consent Decree shall be tolled
23 until such time as Parties agree to an alternative means of compliance with the Consent
24 Decree pursuant to the Force Majeure clause contained herein.

25 **D. Choice of Law.** The laws of the United States shall govern this Consent Decree.

26 **E. Severability.** In the event that any provision, paragraph, section, or sentence of this
27 Consent Decree is held by a court to be unenforceable, the validity of the enforceable
28 provisions shall not be adversely affected.

1 **F. Correspondence**

2 1. Unless specifically provided for in this Consent Decree, all notices required
3 herein or any other correspondence pertaining to this Consent Decree shall be sent
4 by U.S. mail, any generally acceptable delivery service (i.e. Fedex, UPS) or
5 electronic mail as follows:

6 If to Plaintiff Coastkeeper:

7 San Diego Coastkeeper
8 Attn: Matt O'Malley
9 2825 Dewey Rd, Suite 200
10 San Diego, CA 92106
11 Email: matt@sdcoastkeeper.org

12 If to Plaintiff CERF:

13 Coastal Environmental Rights Foundation
14 Attn: Sara Kent
15 1140 South Coast Highway 101
16 Encinitas, CA 92024
17 Email: sara@cerf.org

18 With Copy to:

19 Coast Law Group LLP
20 Attn: Marco Gonzalez
21 1140 South Coast Hwy 101
22 Encinitas, CA 92024
23 Email: marco@coastlaw.com

24 If to District:

25 22nd Agricultural District
26 Attn: Gary Reist
27 2260 Jimmy Durante Boulevards
28 Del Mar, CA 92014-2216
Email: greist@sdfair.com

With Copy to:

Environmental Law Group LLP

1 Attn: S. Wayne Rosenbaum
2 225 W. Broadway, Suite 1900
3 San Diego, CA 92101
4 Email. swr@envirolawyer.com

5 2. Notifications of communications shall be deemed submitted three (3) business
6 days after having been sent via U.S. mail or generally accepted delivery service
7 or the day of sending notification or communication by electronic mail. Any
8 change of address or addresses shall be communicated in the manner described
9 above for giving notices.

10 **G. Effect of Consent Decree.** Except as provided herein, Plaintiffs do not, by their
11 consent to this Consent Decree, warrant or aver in any manner that District's compliance
12 with this Consent Decree will constitute or result in compliance with any federal or state
13 law or regulation. Nothing in this Consent Decree shall be construed to affect or limit in
14 any way the obligation of District to comply with all federal, state, and local laws and
15 regulations governing any activity required by this Consent Decree.

16 **H. Counterparts.** This Consent Decree may be executed in any number of
17 counterparts, all of which together shall constitute one original document. Telecopy, email
18 of a .pdf signature, or facsimile copies of original signature shall be deemed to be
19 originally executed counterparts of this Consent Decree.

20 **I. Modification of the Consent Decree.** This Consent Decree, and any provisions
21 herein, may not be changed, waived, discharged, or terminated unless by a written
22 instrument, signed by the Settling Parties. If any Settling Party wishes to modify any
23 provision of this Consent Decree, the Settling Party must notify the other Settling Party in
24 writing at least twenty-one (21) days prior to taking any step to implement the proposed
25 change.

26 **J. Full Settlement.** This Consent Decree constitutes a full and final settlement of this
27 matter.

28 **K. Integration Clause.** This is an integrated Consent Decree. This Consent Decree is

1 intended to be a full and complete statement of the terms of the agreement between the
2 Settling Parties and expressly supersedes any and all prior oral or written agreements,
3 covenants, representations, and warranties (express or implied) concerning the subject
4 matter of this Consent Decree.

5 **L. Authority of Counsel.** The undersigned representatives for Plaintiffs and District
6 each certify that he/she is fully authorized by the party whom he/she represents to enter
7 into the terms and conditions of this Consent Decree.

8 **M. Authority of Parties.** The Settling Parties certify that their undersigned
9 representatives are fully authorized to enter into this Consent Decree, to execute it on
10 behalf of the Settling Parties, and to legally bind the Settling Parties to its terms.

11 **N.** The Settling Parties, including any successors or assigns, agree to be bound by this
12 Consent Decree and not to contest its validity in any subsequent proceeding to
13 implement or enforce its terms.

14 **IN WITNESS WHEREOF,** the undersigned have executed this Consent Decree
15 as of the date first set forth below.

16
17
18
19 APPROVED AS TO CONTENT

20 Dated:

12/11/17

By: 

Name: Tanya C. Leppin

Title: Board President

San Diego Coastkeeper

21
22
23
24 Dated:

12/11/17

By: 

Name: Sara Kent

Title: Programs Director

Coastal Environmental Rights Foundation

1 Dated: _____

By: _____
Name: _____
Title: _____
22nd District Agricultural Association

3 APPROVED AS TO FORM

4
5 Dated: 12.11.17

By: 
Marco Gonzalez
Coast Law Group LLP
Attorney for CERF

6
7
8
9 Dated: 12-11-17

By: 
Matt O'Malley
Attorney for San Diego Coastkeeper

10
11
12
13 Dated: _____

By: _____
S. Wayne Rosenbaum
The Environmental Law Group, LLP
Attorneys for 22nd District
Agricultural Association

14
15
16
17 **IT IS SO ORDERED.**

18
19 Date: _____

20 _____
Honorable Bernard G. Skomal
United States Magistrate Judge
Southern District of California

1 Dated:

12/7/17

By: 

Timothy J. Fennell
Chief Executive Officer/Gen. Mgr.
22nd District Agricultural Association

2
3 APPROVED AS TO FORM

4
5 Dated: _____

By: _____

Marco Gonzalez
Coast Law Group LLP
Attorney for CERF

6
7
8
9 Dated: _____

By: _____

Matt O'Malley
Attorney for San Diego Coastkeeper

10
11
12 Dated: 12/8/17

By: 

S. Wayne Rosenbaum
The Environmental Law Group, LLP
Attorneys for 22nd District
Agricultural Association

13
14
15
16 **IT IS SO ORDERED.**

17
18
19 Date: _____

20 _____
Honorable Bernard G. Skomal
United States Magistrate Judge
Southern District of California

EXHIBIT A

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May 12, 2016

Del Mar Fairgrounds Racetrack
Attention: Gary Reist
Chief Plant Operations
2260 Jimmy Durante Blvd,
Del Mar, CA 92104

VIA CERTIFIED MAIL

22nd District Agricultural Association
Tim Fennell, Secretary/Treasurer for Board
CEO/General Manager
2260 Jimmy Durante Blvd,
Del Mar, CA 92104

**Re: Clean Water Act Notice of Intent to Sue/60-Day Notice Letter
Del Mar Fairgrounds Racetrack Violations of General Industrial Permit**

Dear Mr. Reist:

Please accept this letter on behalf of the Coastal Environmental Rights Foundation (CERF) and San Diego Coastkeeper (Coastkeeper) regarding Del Mar Fairgrounds Racetrack's violations of the State Water Resources Control Board Water Quality Order Nos. 97-03-DWQ and 2014-0057-DWQ, Natural Pollutant Discharge Elimination System (NPDES), General Permit No. CAS000001, and Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities Excluding Construction Activities (General Industrial Permit).¹ This letter constitutes CERF and Coastkeeper's notice of intent to sue for violations of the Clean Water Act and General Industrial Permit for the Del Mar Fairgrounds Racetrack located at 2260 Jimmy Durante Blvd, San Diego, California 92104 ("Del Mar Fairgrounds", "Del Mar Fairgrounds Facility" or "Facility"), as set forth in more detail below.

Section 505(b) of the Clean Water Act requires that sixty (60) days prior to the initiation of a citizen's civil lawsuit in Federal District Court under Section 505(a) of the Act, a citizen must give notice of the violations and the intent to sue to the violator, the Administrator of the U.S. Environmental Protection Agency, the Regional Administrator of the U.S. Environmental Protection Agency for the region in which the violations have occurred, the U.S. Attorney General, and the Chief Administrative Officer for the State in which the violations have occurred (33 U.S.C. § 1365(b)(1)(A)). This letter provides notice of Del Mar Fairgrounds' Clean Water Act violations and CERF and Coastkeeper's intent to sue.

¹ On April 1, 2014, the State Water Resources Control Board adopted Order No. 2014-0057-DWQ, which amends the Industrial General Permit ("New Industrial Permit"). These amendments became effective on July 1, 2015. All references to the General Industrial Permit are to the Permit as it existed at the time of the violations noted herein.

I. Citizen Groups

CERF is a non-profit public benefit corporation organized under the laws of the State of California with its main office in Encinitas, CA. CERF is dedicated to the preservation, protection and defense of the environment, the wildlife, and the natural resources of the California Coast. CERF's mailing address is 1140 S. Coast Highway 101, Encinitas, CA 92024.

Coastkeeper is a nonprofit organization committed to protecting and restoring the San Diego region's water quality and supply. A member of the international Waterkeeper Alliance, Coastkeeper's main purpose is to preserve, enhance, and protect San Diego's waterways, marine sanctuaries, coastal estuaries, wetlands, and bays from illegal dumping, hazardous spills, toxic discharges, and habitat degradation. Coastkeeper implements this mission through outreach, education, activism, participation in governmental hearings, and prosecuting litigation to ensure that San Diego's beaches, bays, coastal waters and tributary streams and rivers meet all substantive water quality standards guaranteed by Federal, State, and local statutes and regulations. Coastkeeper's office is located at 2825 Dewey Road, Suite 200 in San Diego, California 92106.

Members of CERF and Coastkeeper use and enjoy the waters into which pollutants from Del Mar Fairgrounds' ongoing illegal activities are discharged, namely Stevens Creek, San Dieguito River, San Dieguito Lagoon, and the nearby Pacific Ocean (Receiving Waters). The public and members of CERF and Coastkeeper use these Receiving Waters to fish, boat, kayak, surf, swim, scuba dive, birdwatch, view wildlife, and to engage in scientific studies. Procedural and substantive violations of the Stormwater Permit including, but not limited to, the discharge of pollutants by Del Mar Fairgrounds Facility affect and impair each of these uses. Thus, the interests of CERF and Coastkeeper's members have been, are being, and will continue to be adversely affected by Del Mar Fairgrounds Owners and/or Operators' failure to comply with the Clean Water Act and the General Industrial Permit.

II. Storm Water Pollution and the General Industrial Permit

A. Duty to Comply

Under the Clean Water Act, the discharge of any pollutant to a water of the United States is unlawful except in compliance with certain provisions of the Clean Water Act. (See 33 U.S.C. § 1311 (a)). In California, any person who discharges storm water associated with industrial activity must comply with the terms of the General Industrial Permit in order to lawfully discharge.

Information available to Citizen Groups indicates that the Del Mar Fairgrounds Facility is operated by the 22nd Agricultural Association as formed under Cal. Food & Agric. Code § 3951. The SMARTS database, 2015 SWPPP, and the 2014-2015 Annual Report list Gary Reist as Facility Operator. Citizen Groups refer to 22nd District Agricultural Association, Del Mar Fairgrounds and Racetrack, and Gary Reist collectively as Fairgrounds Facility "Owner and/or Operator". Information available to Citizen Groups indicates the Facility is at least 356 acres, at least 27 acres of which are considered impervious. The Facility property is bordered by Via De La Valle and Stevens Creek to the north, Camino Del Mar and Stevens Creek to the West, Jimmy Durante Boulevard to the East and South, and the San Dieguito Lagoon and San Dieguito River to the southwest.

Information available to Citizen Groups further indicates the portion of the facility covered by the

General Industrial Permit is mainly utilized for horse racing and stabling operations. Information available to Citizen Groups indicates the facility is assigned the Standard Industrial Classification code of 7948 under the category of "Racing, Including Track Operations", and is designated as a large concentrated animal feeding operation that houses 500 or more horses for 45 days or more in a 12-month period. The Fairgrounds' impervious facilities include covered stables, wash racks, and other buildings associated with maintaining horses. Uncovered portions of the site are generally impervious (paved concrete or asphalt), consisting of the main racetrack and infield area, a training track, a backstretch area, and parking areas. At least four, and perhaps more, discharge points discharge pollutants into receiving waters from the Facility.

According to information available to Citizen Groups, horse racing and boarding occur at the Fairgrounds Facility. The industrial activities and areas at the Fairgrounds Facility are pollutant sources and include, but are not limited to: animal confinement; animal feeding; shipping, receiving, and moving equipment around the Facility; racetrack operations; manure and bedding handling; animal wash racks; and facility and equipment maintenance including vehicle maintenance, repair, washing, and fueling.

The Del Mar Fairground is designated a Large Concentrated Animal Feeding Operation (CAFO) (40 C.F.R. §122.23) and Feedlot (40 C.F.R. Part 412) and is subject to the General Permit.¹ Del Mar Fairgrounds enrolled as a discharger subject to the General Industrial Permit on February 3, 1993 for its facility located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Del Mar Fairgrounds enrolled under the New Industrial Permit on June 3, 2015, WDID Number 9 37I001942.

Storm water discharges from Horse Racing and Track Operation facilities, like the Del Mar Fairgrounds Facility, contain pollutants such as nitrogen, phosphorous, bacteria, and toxic heavy metals (such as copper, lead, and zinc). Many of these pollutants are on the list of chemicals published by the State of California as known to cause cancer, birth defects, and/or developmental or reproductive harm. The San Dieguito River is on the 303(d) list as impaired for enterococcus, fecal coliform, nitrogen, phosphorous, total dissolved solids, and toxicity. The Pacific Ocean Shoreline at the San Dieguito Lagoon Mouth is on the 303(d) list as impaired for fecal coliform, enterococcus, and total coliform. San Dieguito Lagoon is a Marine Protected Area covering more than two hundred acres of wetlands. Polluted discharges from industrial sites such as the Del Mar Fairgrounds Facility contribute to the degradation of these already impaired surface waters and of the ecosystems and wildlife that depend on them.

Pursuant to Section C(1) of the General Industrial Permit, a facility operator must comply with all conditions of the General Industrial Permit. (See New Industrial Permit, §I.A.8. [dischargers must "comply with all requirements, provisions, limitations, and prohibitions in this General Permit."]). Failure to comply with the General Industrial Permit is a Clean Water Act violation. (General Industrial Permit, § C.1; New Industrial Permit §XXI.A.). Any non-compliance further exposes an owner/operator to an (a) enforcement action; (b) General Industrial Permit termination, revocation and re-issuance, or modification; or (c) denial of a General Industrial Permit renewal application. As an enrollee, Del Mar Fairgrounds has a duty to comply with the General Industrial Permit and is subject to all of the provisions therein.

¹ See Attachment A to the General Industrial Permit, "Facilities Covered by National Pollution Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities (General Permit)." Further, under the direction of the San Diego Regional Board it has been determined that CAFO regulations will be permitted through the Industrial General Permit.

B. Failure to Monitor and Report

The Del Mar Fairgrounds Owners and/or Operators have failed to sample as required under the General Industrial Permit. Through the 2011-2016 reporting period, facility operators were required to analyze stormwater samples for fecal coliform, total coliform, enterococcus, total suspended solids, mercury, nitrite plus nitrate, ammonia, copper, zinc, and any other pollutants which are likely to be present in significant quantities in stormwater discharging from the facility. Available stormwater data throughout this period illustrates that the Fairgrounds Facility has failed to consistently sample and/or report for each of these pollutants. For example, the Fairgrounds Facility Owner and/or Operator failed to sample for enterococcus during any year other than the 2014-2015 Wet Season.

The Fairgrounds Facility Owner and/or Operator has failed and continues to fail to submit Annual Reports that comply with the Storm Water Permit reporting requirements. For example, in each Annual Report since the filing of the 2010-2011 Annual Report, the Fairgrounds Facility Owner and/or Operator certified that: (1) a complete Annual Comprehensive Site Compliance Evaluation was done pursuant to Section A(9) of the General Industrial Permit; (2) the SWPPP's BMPs address existing potential pollutant sources; and (3) the SWPPP complies with the General Industrial Permit, or will otherwise be revised to achieve compliance. However, information available to Citizen Groups indicates that these certifications are erroneous. For example, although storm water samples collected from the Facility have consistently contained elevated concentrations of pollutants, thereby demonstrating that BMPs must be revised, the Annual Report fails to address this as required by the Stormwater Permit.

The Fairgrounds Facility Owner and/or Operator has also submitted incomplete Annual Reports. For instance, the facility operator must report any noncompliance with the Storm Water Permit at the time that the Annual Report is submitted, including 1) a description of the noncompliance and its cause, 2) the period of noncompliance, 3) if the noncompliance has not been corrected, the anticipated time it is expected to continue, and 4) steps taken or planned to reduce and prevent recurrence of the noncompliance. General Industrial Permit, Section C(11)(d). The Fairgrounds Facility Owner and/or Operator did not report its non-compliance as required.

The General Industrial Permit requires a permittee whose discharges violate the Storm Water Permit Receiving Water Limitations to submit a written report identifying what additional BMPs will be implemented to achieve water quality standards. General Industrial Permit, Receiving Water Limitations C(3) and C(4). Information available to Citizen Groups indicates that the Fairgrounds Facility Owner and/or Operator has failed to submit the reports required by Receiving Water Limitations C(3) and C(4) of the 1997 Permit. As such, the Fairgrounds Facility Owner and/or Operator is in daily violation of this requirement of the Storm Water Permit.

The Del Mar Fairgrounds Owners and/or Operators had numerous opportunities to sample and report but failed to do so. They are thus subject to penalties in accordance with the General Industrial Permit – punishable by a minimum of \$37,500 per day of violation. (33 U.S.C. §1319(d); 40 CFR 19.4).

C. The Del Mar Fairgrounds Facility Discharges Contaminated Storm Water in Violation of the General Industrial Permit and Effluent Limitation Guidelines

i. Discharges of Polluted Storm Water from the Fairgrounds Facility in Violation of Discharge Prohibitions and Effluent Limitations of the Storm Water Permit

The Del Mar Fairgrounds Owners and/or Operators' monitoring reports indicate consistent exceedances and violations of the General Industrial Permit. Discharge Prohibition A(2) of the General Industrial Permit and New Industrial Permit Sections III.C-D prohibit storm water discharges and authorized non-storm water discharges which cause or threaten to cause pollution, contamination, or nuisance.

Effluent Limitations of the Industrial Storm Water Permit require dischargers to reduce or prevent pollutants in their storm water discharges through implementation of best management practices ("BMPs") that achieve best available technology economically achievable ("BAT") for toxic pollutants² and best conventional pollutant control technology ("BCT") for conventional pollutants.³ Effluent Limitations are found in Section B(3) of the General Industrial Permit and Section V.A. of the New Permit. EPA Benchmark Levels are relevant and objective guidelines to evaluate whether a permittee's BMPs achieve compliance with BAT/BCT standards as required by Effluent Limitations of the Stormwater Permit.⁴ Furthermore, the Facility is subject to EPA regulations at 40 CFR Chapter 1 Subchapter N that establish technology-based Effluent Limitation Guidelines (ELGs) for industrial storm water discharges.⁵

Storm water sampling at the Fairgrounds Facility demonstrates that the Facility's storm water discharges contain concentrations of pollutants above the Benchmark Levels. *See* Exhibit A (table listing the Facility's storm water samples exceeding Benchmark Level(s), as reported to the Regional Board by the Fairgrounds Facility Owner and/or Operator). For example, the freshwater EPA Benchmark for zinc is 0.12 mg/L. A storm water sample collected from the Facility in December 2015 exceeded the freshwater EPA Benchmark for zinc by almost seven (7) times. Another sample collected in December 2014 exceeded the EPA Benchmark for TSS (100 mg/L) by over twenty three (23) times. When saltwater benchmarks are used, exceedances are often greater. For example, a storm water sample collected in September 2015 exceeded the saltwater EPA Benchmark for copper (0.0048 mg/L) by over thirteen times (13). There are multiple violations every year with every single storm event reported for the past five years. *See* Exhibit A. In fact, since May 2011, the Fairgrounds has exceeded applicable water quality standards at least 395 times.

² BAT is defined at 40 CFR § 442.23. Toxic pollutants are listed at 40 C.F.R. § 401.15 and include copper, lead, and zinc, among others.

³ BCT is defined at 40 C.F.R. § 442.22. Conventional pollutants are listed at 40 C.F.R. § 401.16 and include biological oxygen demand, total suspended solids, oil and grease, pH, and fecal coliform.

⁴ *See* EPA Multi-Sector General Permit (2015), Fact Sheet, p. 52; *see also*, EPA Proposed Multi-Sector General Permit (2013), Fact Sheet, p. 50; EPA Multi-Sector General Permit (2008), Fact Sheet, p. 106; EPA Multi-Sector General Permit, 65 Federal Register 64839 (2000).

⁵ *See* New Permit Section I, Finding K.

Because the Fairgrounds' discharge violations are ongoing, post July 1, 2015, each storm water discharge from the Fairgrounds Facility constitutes a violation of Effluent Limitation V.A. of the New Permit. The repeated and significant exceedances of water quality standards and Benchmark Levels demonstrate that the Fairgrounds Facility Owner and/or Operator has failed and continues to fail to develop and/or implement required BMPs at the Facility that achieve compliance with the BAT/BCT standards.

Further, as a CAFO subject to effluent limitation guidelines (ELGs), the Fairgrounds is subject special provisions of the New Industrial Permit. "Industrial storm water discharges from facilities subject to storm water ELGs in Subchapter N shall not exceed those storm water ELGs." New Industrial Permit, V.B. Further, for those facilities subject to Subchapter N, "compliance with the BAT/BCT and ELG requirements constitutes compliance with technology-based requirements of this General Permit." New Industrial Permit, I.K.58.

ELGs and Standards for CAFOs established in 40 CFR Part 412 (Subpart A: Horse and Sheep) are applicable to the Facility.⁶ Under 40 CFR §412.12:

Any existing point source subject to this subpart must achieve the following effluent limitations representing the application of BPT: There shall be no discharge of process waste water pollutants to navigable waters.

(b) Process waste pollutants in the overflow may be discharged to navigable waters whenever rainfall events, either chronic or catastrophic, cause an overflow of process waste water from a facility designed, constructed and operated to contain all process generated waste waters plus the runoff from a 10-year, 24-hour rainfall event for the location of the point source.

Similar provisions apply to effluent limitations attainable by application of BAT under 40 CFR §412.13:

Any existing point source subject to this subpart must achieve the following effluent limitations representing the application of BAT: There shall be no discharge of process waste water pollutants into U.S. waters.

(b) Whenever rainfall events cause an overflow of process wastewater from a facility designed, constructed, operated, and maintained to contain all process-generated wastewaters plus the runoff from a 25-year, 24-hour rainfall event at the location of the point source, any process wastewater pollutants in the overflow may be discharged into U.S. waters.

⁶ New Permit Section V.B.

Process wastewater is broadly defined in 40 CFR §412.2(d) as:

[W]ater directly or indirectly used in the operation of the CAFO for any or all of the following: spillage or overflow from animal or poultry watering systems; washing, cleaning, or flushing pens, barns, manure pits, or other CAFO facilities; direct contact swimming, washing, or spray cooling of animals; or dust control. Process wastewater also includes any water which comes into contact with any raw materials, products, or byproducts including manure, litter, feed, milk, eggs, or bedding. (emphasis added).

The Fairgrounds has violated and continues to violate ELGs applicable to the Facility under 40 CFR § 412. As evidenced by its own monitoring data, with each rainfall the Facility unlawfully discharges process wastewater. See Exhibit A. Indeed, the Facility's own Nutrient Management Plan ("NMP") acknowledges the Fairgrounds are not designed to meet the ELGs in 40 CFR §§412.12 and 412.13. The NMP boldly proclaims "that the detention of the 25-year 24-hour storm is not applicable at this project site" because of onsite BMPs and sewer diversion.⁷ (NMP, p. 3). The Facility, however, diverts only limited flows. See NMP, February 1, 2008, p. 4 ["During the wet season (October 1 through April 30), only first flush runoff (roughly equivalent to 0.2 inches) is diverted to the sewer, and the remaining flows are discharged to Stevens Creek at Discharge Point #1."]. Further, because storm water runoff between CAFO and non-CAFO areas are combined and discharged through the five major discharge points, the Facility routinely discharges process waste water pollutants into waters of the U.S., in violation of applicable ELGs.

ii. Discharges of Polluted Storm Water from the Fairgrounds Facility in Violation of Receiving Water Limitations of the Storm Water Permit

Receiving Water Limitation C(1) of the Storm Water Permit prohibits storm water discharges to surface or groundwater that adversely impact human health or the environment. Receiving Water Limitation C(2) prohibits storm water discharges and authorized non-storm water discharges which cause or contribute to an exceedance of any water quality standards or applicable Basin Plan water quality standards. (See New Industrial Permit Receiving Water Limitations VI.A-C). In addition, Receiving Water Limitation VI.C. of the New Industrial Permit prohibits discharges that contain pollutants in quantities that threaten to cause pollution or a public nuisance.

The California Toxics Rule ("CTR"), 40 C.F.R. 131.38, is an applicable water quality standard. (*Baykeeper v. Kramer Metals, Inc.* (C.D.Cal. 2009) 619 F.Supp.2d 914, 926). "In sum, the CTR is a water quality standard in the General Permit, Receiving Water Limitation C(2). A permittee violates Receiving Water Limitation C(2) when it 'causes or contributes to an exceedance of' such a standard, including the CTR." (*Id.* at 927). As the 22nd Agricultural Association has previously acknowledged, the CTR acute criteria are applicable to the Del Mar Fairgrounds' storm water discharge. See Del Mar Fairgrounds Master Plan EIR, p. 4.11-13.

⁷ The effectiveness of diverting storm water flows to the sanitary sewer will also likely be limited by the Fairgrounds' commitment to reduce the volume of such flows. SWMP, October 2015, p. 18 ["Due to these limits, and in order to begin to plan to accommodate future Del Mar Fairgrounds Master Plan Projects, the 22nd DAA has proposed changes to their operations that will lower the quantity of wastewater discharged into the City sewer system. This will be achieved mainly by eliminating opportunities for storm water to enter the sewer."].

The Water Quality Control Plan for the San Diego Basin (Basin Plan) also establishes water quality standards and limitations in order to protect such beneficial uses. *See* Del Mar Fairgrounds Master Plan EIR, p. 4.11-16, Table 4.11.B. In addition to numerous, significant, and continuous violations of CTR, the Fairgrounds has continued to violate WQS in the Basin Plan every year for the past five years. For example, the San Dieguito River and San Diego Lagoon have a maximum concentration of enterococcus of 61 MPN/100ml. A stormwater sample from September 15, 2015 showed a enterococcus concentration of one hundred and seventy thousand (170,000) MPN/100ml, an exceedance of the Basin Plan limitation by more than two thousand seven hundred (2,700) times. *See* Exhibit A. Similar violations have been reported for fecal coliform and total coliform over the past five years.

If a discharger violates Water Quality Standards, the General Industrial Permit and the Clean Water Act require that the discharger implement more stringent controls necessary to meet such Water Quality Standards. (General Industrial Permit, Fact Sheet p. viii; 33 U.S.C. § 1311(b)(1)(C)). The Del Mar Fairgrounds Owners and/or Operators have failed to comply with this requirement, routinely violating Water Quality Standards without implementing BMPs to achieve BAT/BCT or revising the Facility's SWPPP pursuant to General Industrial Permit section (C)(3) and New Industrial Permit Section X.B.1.

As demonstrated by sample data submitted by Del Mar Fairgrounds, from May 12, 2011 through the present, the Del Mar Fairgrounds Owners and/or Operators have discharged and continue to discharge storm water containing pollutants at levels in violation of water quality prohibitions and limitations during every significant rain event. The Del Mar Fairgrounds Facility's sampling data reflects numerous discharge violations. *See* Exhibit A. Del Mar Fairgrounds' own sampling data is not subject to impeachment. (*Baykeeper, supra*, 619 F.Supp. 2d at 927, citing *Sierra Club v. Union Oil Co. of Cal.*, (9th Cir. 1987) 813 F.2d 1480, 1492 ["when a permittee's reports indicate that the permittee has exceeded permit limitations, the permittee may not impeach its own reports by showing sampling error"]).

Exhibit A further demonstrates the Del Mar Fairgrounds Facility continuously discharges contaminated storm water during rain events which have not been sampled.

D. Failure to Develop, Implement, and/or Revise an Adequate Storm Water Pollution Prevention Plan (SWPPP)

One of the main requirements for the General Industrial Permit is the Storm Water Pollution Prevention Plan (SWPPP). (General Industrial Permit §A; New Industrial Permit §X.). Del Mar Fairgrounds has not developed an adequate SWPPP as required by the General Permit, with required elements noticeably absent from the Del Mar Fairgrounds Facility SWPPP. (New Industrial Permit, §X.A.1-10).

The Fairgrounds Facility Owners and/or Operators have failed and continue to fail to develop and/or implement a SWPPP that contains BMPs to prevent the exposure of pollutant sources to storm water and the subsequent discharge of polluted storm water from the Facility, as required by the Storm Water Permit. The SWPPP inadequacies are documented by the continuous and ongoing discharge of storm water containing pollutant levels that exceed EPA Benchmarks and applicable WQS. *See, e.g.*, Exhibit A. Fairgrounds Facility's Owner and/or Operator has failed and continues to fail to adequately develop or implement a SWPPP at the Facility that prevents discharges from violating the Discharge

Prohibitions, Effluent Limitations and Guidelines, and Receiving Water Limitations of the Industrial Stormwater Permit.

The latest SWPPP also fails to account for the numerous and repeated violations identified by Del Mar Fairgrounds' monitoring data – ensuring these violations continue. The SWPPP is therefore inadequate. (See New Industrial Permit §I.E.37. [“Compliance with water quality standards may, in some cases, require Dischargers to implement controls that are more protective than controls implemented solely to comply with the technology-based requirements in this General Permit.”]). Further, if a discharger determines industrial discharges contain pollutants in violation of Receiving Water Limitations (Section VI), the discharger is required to assess the BMPs in the SWPPP and determine whether additional measures and a revised SWPPP are necessary. (New Industrial Permit, §XX.B.1).

In addition, the 2015 Fairgrounds SWPPP suggests that direction of flow, areas of soil erosion, location of directly exposed materials, shipping and receiving areas, and dust and particulate generation areas are included on the Fairgrounds Facility Site Map, yet do not actually appear on the Site map included in the Fairgrounds SWPPP in violation of Section X.E.3 of the New Permit. Further, while the 2015 Fairgrounds SWPPP includes information on assessment of potential pollutant sources, the SWPPP fails to identify any areas of the facility where the minimum BMPs described in the New Industrial Permit will not adequately reduce or prevent pollutants in storm water discharges, nor does the SWPPP identify any advanced BMPs for those areas, in violation of Section X.G.2.b. of the New Industrial Permit.

Every day the Del Mar Fairgrounds Owners and/or Operators operate the Facility without an adequate SWPPP, is a separate and distinct violation of the General Industrial Permit, New Industrial Permit, and Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a). The Del Mar Fairgrounds Owners and/or Operators have been in daily and continuous violation of the General Industrial Permit and New Industrial Permit since at least May 12, 2011. These violations are ongoing and the Del Mar Fairgrounds Owners and/or Operators will continue to be in violation every day they fail provide an adequate SWPPP for the Facility. Thus, the Del Mar Fairgrounds Owners and/or Operators are liable for civil penalties of up to \$37,500 per day of violation for 1,825 violations of the General Industrial Permit and the Clean Water Act.

E. Unpermitted Discharges

Section 301(a) of the CWA prohibits the discharge of any pollutant into waters of the United States unless the discharge is authorized by a NPDES permit issued pursuant to section 402. See 33 U.S.C. §§ 1311(a), 1342. The Act defines “pollutant” to include solid waste, biological materials, and agricultural waste discharged into water. 33 U.S.C. § 1362(6). CAFOs “are point sources, subject to the NPDES permitting requirements...” 40 CFR §122.23(a). Therefore, the discharge of pollutants, including process wastewater, into waters of the United States from a CAFO constitutes a regulated discharge of a pollutant from a point source and is prohibited unless in compliance with an NPDES permit. Because the Facility constitutes a Large CAFO pursuant to 40 CFR §122.23(b)(4), its discharges must be authorized by an NPDES permit.

Any point source, including a CAFO, that discharges or proposes to discharge must obtain an NPDES permit. See 40 C.F.R. § 122.21(a). Further, any CAFO that discharges without an NPDES permit remains in a continuing state of violation of the Act until it either obtains an NPDES permit or no longer meets the definition of a point source.

Save the Valley, Inc. v. United States EPA (S.D.Ind. 2002) 223 F.Supp.2d 997, 1007.

The Fairgrounds does not possess such an NPDES permit. Notwithstanding this failure, for years the Facility has unlawfully discharged pollutants into waters of the U.S. The Fairgrounds' routine and repeated water quality standard violations – as demonstrated by the Facility's monitoring data – confirm the Facility discharges polluted process waste water into surface waters and ground water *year-round*. "Monitoring of the discharge from the track surface continually exceeds water quality standards for pathogens, nutrients and BOD/COD." Del Mar Fairgrounds Backstretch And Dirt Track Water Quality Improvements For CAFO And Non-CAFO Discharges ("Infield Treatment System Proposal"), p 7; see also, Infield Treatment System Proposal, p. 7 [suggesting runoff from the track should be treated "in consideration of the fact that monitoring of runoff from the track when horses are not present reveals exceedances of water quality objectives," emphasis added]. Thus, the Fairgrounds position that CAFO regulations are inapplicable when horses are not present is not only contrary to the plain reading of the Clean Water Act, but also undermined by the Facility's monitoring data.

Further, the New Industrial Permit does not authorize the discharge of process waste water. "Except for non-storm water discharges (NSWDs) authorized in Section IV, discharges of liquids or materials other than storm water, either directly or indirectly to waters of the United States, are prohibited unless authorized by another NPDES permit. Unauthorized NSWDs must be either eliminated or authorized by a separate NPDES permit." New Industrial Permit, III.B.

In addition, the Fairgrounds' precipitation-related discharge of process wastewater is not considered lawfully discharged agricultural storm water.

For unpermitted Large CAFOs, a precipitation-related discharge of manure, litter, or process wastewater from land areas under the control of a CAFO shall be considered an agricultural stormwater discharge only where the manure, litter, or process wastewater has been land applied in accordance with site-specific nutrient management practices that ensure appropriate agricultural utilization of the nutrients in the manure, litter, or process wastewater, as specified in § 122.42(e)(1)(vi) through (ix).

40 CFR 122.23(e)(1), emphasis added. Here, there is admittedly no land application of fertilizers: "[t]he application of nutrient fertilizers on CAFO production areas is not conducted, and thus nutrient loadings as a result of land applications of manure are not a concern." NMP, p. 5. "It should be noted that the Del Mar Fairgrounds does not land-apply any manure or process wastewater generated at the facility..." NMP, p. 1. Thus, any discharge of manure or process wastewater is clearly not in compliance with the NMP.

Further, Section 122.42(e)(1) requires BMPs that meet the requirements of 40 CFR §412. As mentioned above, the Fairgrounds does not "contain all process-generated wastewaters plus the runoff from a 25-year, 24-hour rainfall event" as required by 40 CFR 412.13. NMP, p. 3.⁸ Moreover, because the

⁸ The Fairgrounds' attempt to separate "non-horse" and "horse areas" in its calculations is not only disingenuous, but also unpermitted. See Infield Treatment System Proposal, p. 7. First, the Facility admittedly comingles process wastewater and storm water. All comingled flows are therefore considered process wastewater. Further, "non-horse" areas routinely exhibit water quality exceedances similar to those of "horse areas," indicating process wastewater is discharged from "non-horse areas" as well.

Facility comingles storm water and process wastewater, every precipitation event results in the unlawful discharge of process wastewater. See NMP, p. 19 ["storm water runoff estimates cannot be separated between CAFO and non-CAFO areas since all storm water runoff is combined and discharged off-site at the five major discharge points."]. Therefore, the Facility's precipitation-related discharge of process waste water constitutes a violation of the CWA.

Lastly, because the infield lakes are tidally influenced and influenced by groundwater, use of the lakes as a detention basin for process wastewater⁹ (at times comingled with storm water) results in further year-round unlawful discharge of process wastewater to U.S. waters. See Infield Treatment System Proposal, p. 9; NMP, p. 4; Master Plan EIR, pp. 4.11-9, 4.11-51 ["Because of the proximity to groundwater, infiltrated surface water would have the potential to introduce pollutants to the groundwater."].

Because Fairgrounds Owner and/or Operators have not obtained coverage under a separate NPDES permit and have failed to eliminate discharges not permitted by the Industrial Stormwater Permit, each and every discharge from the Facility described herein not in compliance with the Industrial Stormwater Permit has constituted and will continue to constitute a discharge without CWA permit coverage in violation of section 301(a) of the CWA, 33 U.S.C. § 1311(a).

III. Remedies

Upon expiration of the 60-day period, CERF and Coastkeeper will file a citizen suit under Section 505(a) of the Clean Water Act for the above-referenced violations. During the 60-day notice period, however, CERF and Coastkeeper are willing to discuss effective remedies for the violations noted in this letter. If you wish to pursue such discussions in the absence of litigation, it is suggested that you initiate those discussions immediately.

Del Mar Fairgrounds must develop and implement an updated SWPPP, install BMPs to address the numerous and ongoing water quality violations, and implement a robust monitoring and reporting plan. Should the Del Mar Fairgrounds Owners and/or Operators fail to do so, CERF and Coastkeeper will file an action against Del Mar Fairgrounds for its prior, current, and anticipated violations of the Clean Water Act. CERF and Coastkeeper's action will seek all remedies available under the Clean Water Act § 1365(a)(d). CERF and Coastkeeper will seek the maximum penalty available under the law which is \$37,500 per day.

CERF and Coastkeeper may further seek a court order to prevent Del Mar Fairgrounds from discharging pollutants. A strong or substantial likelihood of success on the merits of CERF's claim exists, and irreparable injuries to the public, public trust resources, and the environments will result if the Facility further discharges pollutants into Receiving Waters.

Lastly, section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d), permits prevailing parties to recover costs, including attorneys' and experts' fees. CERF and Coastkeeper will seek to recover all of their costs and fees pursuant to section 505(d).

⁹ Storm Water Management Plan, p. 53 ["Dry weather flows pumped to infield lakes for detention."]; see also, Storm Water Management Plan, pp. 89, 92

IV. Conclusion

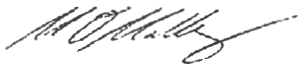
CERF and Coastkeeper have retained legal counsel to represent it in this matter. Please direct all communications to CERF and Coastkeeper's legal counsel:

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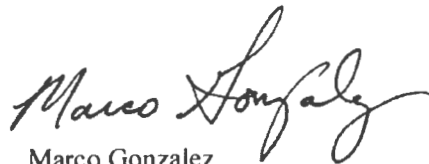
Matt O'Malley
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San Diego Coastkeeper
2825 Dewey Rd., #200
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If you wish to pursue settlement discussions in the absence of litigation, please contact Coast Law Group LLP and San Diego Coastkeeper immediately.

Sincerely,



Matt O'Malley
Attorney for San Diego Coastkeeper



Marco Gonzalez
Livia Borak
Attorneys for Coastal Environmental
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SERVICE LIST

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Freshwater Standards

No.	Date/time of sample collection	Sample ID	Parameter*	Result	Basin Plan Standard	Magnitude of exceedance	CTR Standard	Magnitude of exceedance	MSGP Standard	Magnitude of exceedance
1	4/7/16 2:00 PM	5	Fecal Coliform	11000	400	27.50				
2	4/7/16 2:00 PM	5	Enterococci	2300	61	37.70				
3	4/7/16 2:00 PM	5	Total Coliform	17000	10000	1.70				
4	4/7/16 1:40 PM	4	Fecal Coliform	8000	400	20.00				
5	4/7/16 1:40 PM	4	Enterococci	2800	61	45.90				
6	4/7/16 1:40 PM	4	Total Coliform	22000	10000	2.20				
7	4/7/16 1:10 PM	2	Fecal Coliform	5000	400	12.50				
8	4/7/16 1:10 PM	2	Enterococci	3000	61	49.18				
9	4/7/16 12:40 PM	1	Fecal Coliform	4000	400	10.00				
10	4/7/16 12:40 PM	1	Enterococci	800	61	13.11				
11	4/7/16 12:40 PM	1	Total Coliform	30000	10000	3.00				
12	4/7/16 2:00 PM	5	Zinc Total	0.14			0.12	1.17	0.12	1.25
13	4/7/16 2:00 PM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	36					30	1.20
14	4/7/16 2:00 PM	5	Nitrogen (total)	3					0.68	4.41
15	4/7/16 2:00 PM	5	Total Suspended Solids (TSS)	159					100	1.59
16	4/7/16 1:40 PM	4	Zinc Total	0.28			0.12	2.33	0.12	1.25
17	4/7/16 1:40 PM	4	Copper Total	0.023			0.013	1.77	0.014	1.64
18	4/7/16 1:40 PM	4	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	49					30	1.63
19	4/7/16 1:40 PM	4	Nitrogen (total)	4					0.68	5.88
20	4/7/16 1:40 PM	4	Total Suspended Solids (TSS)	120					100	1.20
21	4/7/16 1:40 PM	4	Chloride	328	250	1.31				
22	4/7/16 1:40 PM	4	Chemical Oxygen Demand (COD)	147					120	1.23
23	4/7/16 1:40 PM	4	Total Dissolved Solids (TDS)	800	500	1.60				
24	4/7/16 1:10 PM	2	Nitrogen (total)	2.4					0.68	3.53
25	4/7/16 1:10 PM	2	Zinc Total	0.25			0.12	2.08	0.12	1.25
26	4/7/16 12:40 PM	1	Zinc Total	0.6			0.12	5.00	0.12	1.25
27	4/7/16 12:40 PM	1	Copper Total	0.045			0.013	3.46	0.014	3.21
28	4/7/16 12:40 PM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	67					30	2.23
29	4/7/16 12:40 PM	1	Nitrogen (total)	6.1					0.68	8.97
30	4/7/16 12:40 PM	1	Total Suspended Solids (TSS)	1770					100	17.70
31	4/7/16 12:40 PM	1	Chloride	364	250	1.46				#VALUE!
32	4/7/16 12:40 PM	1	Chemical Oxygen Demand (COD)	169					120	1.41
33	4/7/16 12:40 PM	1	Total Dissolved Solids (TDS)	1010	500	2.02				
34	4/7/16 12:40 PM	1	Ammonia Total (as N)	2.85					2.14	1.33
35	12/22/15 10:15 AM	4	Zinc Total	0.15			0.12	1.25	0.12	1.25
36	12/22/15 10:15 AM	4	Total Dissolved Solids (TDS)	3340	500	6.68				
37	12/22/15 10:15 AM	4	Total Coliform	30000	10000	3.00				
38	12/22/15 10:15 AM	4	Sulfate	375	250	1.50		1.25		1.25
39	12/22/15 10:15 AM	4	Phosphorus Total (as P)	5.25					2	2.63
40	12/22/15 10:15 AM	4	Nitrogen (total)	4					0.68	5.88
41	12/22/15 10:15 AM	4	Fecal Coliform	2200	400	5.50				
42	12/22/15 10:15 AM	4	Enterococci	3000	61	49.18				
43	12/22/15 10:15 AM	4	Copper Total	0.03			0.013	2.31	0.014	2.14
44	12/22/15 10:15 AM	4	Chloride	1560	250	6.24				
45	12/22/15 10:15 AM	4	Chemical Oxygen Demand (COD)	253					120	2.11
46	12/22/15 10:00 AM	2	Total Coliform	22000	10000	2.20				
47	12/22/15 10:00 AM	2	Enterococci	400	61	6.56				
48	12/22/15 10:00 AM	2	Copper Total	0.014			0.013	1.08	0.014	1.00
49	12/22/15 9:20 AM	1	Total Dissolved Solids (TDS)	7370	500	14.74				
50	12/22/15 9:20 AM	1	Total Coliform	22000	10000	2.20				
51	12/22/15 9:20 AM	1	Sulfate	250	250	1.00				

Freshwater Standards

52	12/22/15 9:20 AM	1	Phosphorus Total (as P)	4.25					2	2.13
53	12/22/15 9:20 AM	1	Nitrogen (total)	5.3					0.68	7.79
54	12/22/15 9:20 AM	1	Enterococci	500	61	8.20				
55	12/22/15 9:20 AM	1	Chloride	3810	250	15.24				
56	12/22/15 9:20 AM	1	Chemical Oxygen Demand (COD)	393					120	3.28
57	12/22/15 9:20 AM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	92					30	3.07
58	12/22/15 9:20 AM	1	Ammonia Total (as N)	2.8					2.14	1.31
59	12/22/15 8:40 AM	5	Zinc Total	0.82			0.12	6.83	0.12	6.83
60	12/22/15 8:40 AM	5	Phosphorus Total (as P)	4.5					2	2.25
61	12/22/15 8:40 AM	2	Nitrogen (total)	3.4					0.68	5.00
62	12/22/15 8:40 AM	5	Nitrogen (total)	3.1					0.68	4.56
63	12/22/15 8:40 AM	5	Fecal Coliform	1100	400	2.75				
64	12/22/15 8:40 AM	5	Enterococci	1400	61	22.95				
65	12/22/15 8:40 AM	5	Copper Total	0.041			0.013	3.15	0.014	2.93
66	9/15/15 12:20 PM	2	Zinc Total	0.17			0.12	1.42	0.12	1.42
67	9/15/15 12:20 PM	2	Total Suspended Solids (TSS)	167					100	1.67
68	9/15/15 12:20 PM		Total Coliform	110000	10000	11.00				
69	9/15/15 12:20 PM		Fecal Coliform	30000	400	75.00				
70	9/15/15 12:20 PM		Enterococci	17000	61	278.69				
71	9/15/15 12:20 PM	2	Copper Total	0.015			0.013	1.15	0.014	1.07
72	9/15/15 12:20 PM	2	Ammonia Total (as N)	2.75					2.14	1.29
73	9/15/15 11:40 AM	1	Zinc Total	0.39			0.12	3.25	0.12	3.25
74	9/15/15 11:40 AM	1	Total Suspended Solids (TSS)	309					100	3.09
75	9/15/15 11:40 AM	1	Total Dissolved Solids (TDS)	1250	500	2.50				
76	9/15/15 11:40 AM	1	Total Coliform	130000	10000	13.00				
77	9/15/15 11:40 AM	1	Phosphorus Total (as P)	6					2	3.00
78	9/15/15 11:40 AM	1	Nitrogen (total)	5.5					0.68	8.09
79	9/15/15 11:40 AM	1	Fecal Coliform	30000	400	75.00				
80	9/15/15 11:40 AM	1	Enterococci	50000	61	819.67				
81	9/15/15 11:40 AM	1	Copper Total	0.024			0.013	1.85	0.014	1.71
82	9/15/15 11:40 AM	1	Chloride	465	250	1.86				
83	9/15/15 11:40 AM	1	Chemical Oxygen Demand (COD)	169					120	1.41
84	9/15/15 11:40 AM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	82					30	2.73
85	9/15/15 11:40 AM	1	Ammonia Total (as N)	2.9					2.14	1.36
86	9/15/15 10:40 AM	5	Zinc Total	0.32			0.12	2.67	0.12	2.67
87	9/15/15 10:40 AM	5	Total Suspended Solids (TSS)	421					100	4.21
88	9/15/15 10:40 AM	5	Total Coliform	170000	10000	17.00				
89	9/15/15 10:40 AM	5	Phosphorus Total (as P)	2.7					2	1.35
90	9/15/15 10:40 AM	5	Nitrogen (total)	5.5					0.68	8.09
91	9/15/15 10:40 AM	5	Fecal Coliform	8000	400	20.00				
92	9/15/15 10:40 AM	5	Enterococci	11000	61	180.33				
93	9/15/15 10:40 AM	5	Copper Total	0.041			0.013	3.15	0.014	2.93
94	9/15/15 10:40 AM	5	Chemical Oxygen Demand (COD)	149					120	1.24
95	9/15/15 10:40 AM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	71					30	2.37
96	9/15/15 10:40 AM	5	Ammonia Total (as N)	3					2.14	1.40
97	9/15/15 10:20 AM	4	Zinc Total	0.44			0.12	3.67	0.12	3.67
98	9/15/15 10:20 AM	4	Total Coliform	50000	10000	5.00				
99	9/15/15 10:20 AM	4	Nitrogen (total)	7					0.68	10.29
100	9/15/15 10:20 AM	4	Fecal Coliform	17000	400	42.50				
101	9/15/15 10:20 AM	4	Enterococci	170000	61	2786.89				
102	9/15/15 10:20 AM	4	Copper Total	0.064			0.013	4.92	0.014	4.57
103	9/15/15 10:20 AM	4	Ammonia Total (as N)	4.35					2.14	2.03

Freshwater Standards

104	12/12/14 8:20 AM	4	Zinc Total	0.15			0.12	1.25	0.12	1.25
105	12/12/14 8:20 AM	4	Total Suspended Solids (TSS)	224					100	2.24
106	12/12/14 8:20 AM	4	Nitrite Plus Nitrate (as N)	3.1					0.68	4.56
107	12/12/14 8:20 AM	4	Copper Total	0.022			0.013	1.69	0.014	1.57
108	12/12/14 8:05 AM	2	Total Suspended Solids (TSS)	175					100	1.75
109	12/12/14 8:05 AM	2	Nitrite Plus Nitrate (as N)	2.9					0.68	4.26
110	12/12/14 8:05 AM	2	Copper Total	0.023			0.013	1.77	0.014	1.64
111	12/12/14 8:05 AM	2	Chemical Oxygen Demand (COD)	122					120	1.02
112	12/12/14 8:05 AM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	32					30	1.07
113	12/12/14 7:45 AM	1	Total Suspended Solids (TSS)	2390					100	23.90
114	12/12/14 7:45 AM	1	Total Dissolved Solids (TDS)	1030	500	2.06				
115	12/12/14 7:45 AM	1	Sulfate	320	250	1.28				
116	12/12/14 7:45 AM	1	Nitrite Plus Nitrate (as N)	5					0.68	7.35
117	12/12/14 7:45 AM	1	Copper Total	0.023			0.013	1.77	0.014	1.64
118	12/12/14 7:45 AM	1	Chloride	282	250	1.13				
119	12/12/14 7:45 AM	1	Chemical Oxygen Demand (COD)	300					120	2.50
120	12/12/14 7:45 AM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	74					30	2.47
121	12/12/14 7:45 AM	1	Ammonia Total (as N)	2.2					2.14	1.03
122	12/12/14 7:15 AM	5	Zinc Total	0.23			0.12	1.92	0.12	1.92
123	12/12/14 7:15 AM	5	Total Suspended Solids (TSS)	164					100	1.64
124	12/12/14 7:15 AM	5	Nitrite Plus Nitrate (as N)	3.4					0.68	5.00
125	12/12/14 7:15 AM	5	Copper Total	0.03			0.013	2.31	0.014	2.14
126	12/2/14 5:55 PM	1	Total Suspended Solids (TSS)	1600					100	16.00
127	12/2/14 5:55 PM	1	Total Dissolved Solids (TDS)	874	500	1.75				
128	12/2/14 5:55 PM	1	Total Coliform	160000	10000	16.00				
129	12/2/14 5:55 PM	1	Nitrite Plus Nitrate (as N)	16.4					0.68	24.12
130	12/2/14 5:55 PM	1	Fecal Coliform	22000	400	55.00				
131	12/2/14 5:55 PM	1	Enterococci	40000	61	655.74				
132	12/2/14 5:55 PM	1	Chloride	348	250	1.39				
133	12/2/14 5:55 PM	1	Chemical Oxygen Demand (COD)	223					120	1.86
134	12/2/14 5:55 PM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	89					30	2.97
135	12/2/14 5:55 PM	1	Ammonia Total (as N)	5.25					2.14	2.45
136	12/2/14 5:45 PM	2	Zinc Total	0.3			0.12	2.50	0.12	2.50
137	12/2/14 5:45 PM	2	Total Coliform	24000	10000	2.40				
138	12/2/14 5:45 PM	2	Nitrite Plus Nitrate (as N)	5.7					0.68	8.38
139	12/2/14 5:45 PM	2	Fecal Coliform	11000	400	27.50				
140	12/2/14 5:45 PM	2	Enterococci	11000	61	180.33				
141	12/2/14 5:45 PM	2	Copper Total	0.02			0.013	1.54	0.014	1.43
142	12/2/14 5:45 PM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	31					30	1.03
143	12/2/14 5:20 PM	4	Zinc Total	0.13			0.12	1.08	0.12	1.08
144	12/2/14 5:20 PM	4	Total Suspended Solids (TSS)	566					100	5.66
145	12/2/14 5:20 PM	4	Nitrite Plus Nitrate (as N)	7.8					0.68	11.47
146	12/2/14 5:20 PM	4	Fecal Coliform	1100	400	2.75				
147	12/2/14 5:20 PM	4	Enterococci	12000	61	196.72				
148	12/2/14 5:20 PM	4	Copper Total	0.023			0.013	1.77	0.014	1.64
149	12/2/14 5:20 PM	4	Chemical Oxygen Demand (COD)	158					120	1.32
150	12/2/14 5:20 PM	4	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	46					30	1.53
151	12/2/14 5:20 PM	4	Ammonia Total (as N)	4.5					2.14	2.10
152	12/2/14 5:10 PM	5	Zinc Total	0.37			0.12	3.08	0.12	3.08
153	12/2/14 5:10 PM	5	Total Coliform	330000	10000	33.00				

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154	12/2/14 5:10 PM	5	Nitrite Plus Nitrate (as N)	5.1					0.68	7.50
155	12/2/14 5:10 PM	5	Fecal Coliform	24000	400	60.00				
156	12/2/14 5:10 PM	5	Enterococci	24000	61	393.44				
157	12/2/14 5:10 PM	5	Copper Total	0.036			0.013	2.77	0.014	2.57
158	12/2/14 5:10 PM	5	Ammonia Total (as N)	18					2.14	8.41
159	12/7/13 3:20 PM	2	Total Coliform	90000	10000	9.00				
160	12/7/13 3:20 PM	2	Nitrite Plus Nitrate (as N)	3					0.68	4.41
161	12/7/13 3:20 PM	2	Fecal Coliform	2400	400	6.00				
162	12/7/13 3:20 PM	2	Copper Total	0.017			0.013	1.31	0.014	1.21
163	12/7/13 3:20 PM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	33					30	1.10
164	12/7/13 3:00 PM	1	Zinc Total	0.13			0.12	1.08	0.12	1.08
165	12/7/13 3:00 PM	1	Total Coliform	160000	10000	16.00				
166	12/7/13 3:00 PM	1	Sulfate	270	250	1.08				
167	12/7/13 3:00 PM	1	Nitrite Plus Nitrate (as N)	2.72					0.68	4.00
168	12/7/13 3:00 PM	1	Fecal Coliform	3600	400	9.00				
169	12/7/13 3:00 PM	1	Chloride	292	250	1.17				
170	12/7/13 3:00 PM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	37.6					30	1.25
171	12/7/13 3:00 PM	1	Ammonia Total (as N)	5.3					2.14	2.48
172	12/7/13 2:40 PM	3	Total Suspended Solids (TSS)	175					100	1.75
173	12/7/13 2:40 PM	3	Total Coliform	50000	10000	5.00				
174	12/7/13 2:40 PM	3	Nitrite Plus Nitrate (as N)	5.13					0.68	7.54
175	12/7/13 2:40 PM	3	Fecal Coliform	3000	400	7.50				
176	12/7/13 2:40 PM	3	Copper Total	0.027			0.013	2.08	0.014	1.93
177	12/7/13 2:40 PM	3	Chemical Oxygen Demand (COD)	175					120	1.46
178	12/7/13 2:40 PM	3	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	55					30	1.83
179	12/7/13 2:40 PM	3	Ammonia Total (as N)	2.65					2.14	1.24
180	12/7/13 2:25 PM	4	Total Suspended Solids (TSS)	126					100	1.26
181	12/7/13 2:25 PM	4	Total Coliform	50000	10000	5.00				
182	12/7/13 2:25 PM	4	Sulfate	1800	250	7.20				
183	12/7/13 2:25 PM	4	Nitrite Plus Nitrate (as N)	2.72					0.68	4.00
184	12/7/13 2:25 PM	4	Fecal Coliform	2400	400	6.00				
185	12/7/13 2:25 PM	4	Copper Total	0.031			0.013	2.38	0.014	2.21
186	12/7/13 2:25 PM	4	Chloride	3980	250	15.92				
187	12/7/13 2:25 PM	4	Chemical Oxygen Demand (COD)	390					120	3.25
188	12/7/13 2:25 PM	4	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	110					30	3.67
189	12/7/13 2:25 PM	4	Ammonia Total (as N)	2.25					2.14	1.05
190	12/7/13 1:55 PM	5	Zinc Total	0.14			0.12	1.17	0.12	1.17
191	12/7/13 1:55 PM	5	Total Suspended Solids (TSS)	252					100	2.52
192	12/7/13 1:55 PM	5	Total Coliform	35000	10000	3.50				
193	12/7/13 1:55 PM	5	Nitrite Plus Nitrate (as N)	4.63					0.68	6.81
194	12/7/13 1:55 PM	5	Fecal Coliform	5000	400	12.50				
195	12/7/13 1:55 PM	5	Copper Total	0.02			0.013	1.54	0.014	1.43
196	12/7/13 1:55 PM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	32					30	1.07
197	10/9/13 6:00 PM	1	Zinc Total	0.66			0.12	5.50	0.12	5.50
198	10/9/13 6:00 PM	1	Total Suspended Solids (TSS)	3350					100	33.50
199	10/9/13 6:00 PM	1	Total Coliform	50000	10000	5.00				
200	10/9/13 6:00 PM	1	Sulfate	275	250	1.10				
201	10/9/13 6:00 PM	1	Nitrite Plus Nitrate (as N)	4.64					0.68	6.82
202	10/9/13 6:00 PM	1	Fecal Coliform	9000	400	22.50				
203	10/9/13 6:00 PM	1	Copper Total	0.096			0.013	7.38	0.014	6.86

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204	10/9/13 6:00 PM	1	Chloride	404	250	1.62				
205	10/9/13 6:00 PM	1	Chemical Oxygen Demand (COD)	746					120	6.22
206	10/9/13 6:00 PM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	210					30	7.00
207	10/9/13 6:00 PM	1	Ammonia Total (as N)	3.5					2.14	1.64
208	10/9/13 5:30 PM	2	Zinc Total	0.4			0.12	3.33	0.12	3.33
209	10/9/13 5:30 PM	2	Total Coliform	17000	10000	1.70				
210	10/9/13 5:30 PM	2	Nitrite Plus Nitrate (as N)	4.85					0.68	7.13
211	10/9/13 5:30 PM	2	Fecal Coliform	2200	400	5.50				
212	10/9/13 5:30 PM	2	Copper Total	0.079			0.013	6.08	0.014	5.64
213	10/9/13 5:30 PM	2	Chemical Oxygen Demand (COD)	230					120	1.92
214	10/9/13 5:30 PM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	66					30	2.20
215	10/9/13 5:30 PM	2	Ammonia Total (as N)	2.55					2.14	1.19
216	10/9/13 5:00 PM	3	Zinc Total	0.38			0.12	3.17	0.12	3.17
217	10/9/13 5:00 PM	3	Total Coliform	60000	10000	6.00				
218	10/9/13 5:00 PM	3	Nitrite Plus Nitrate (as N)	6.41					0.68	9.43
219	10/9/13 5:00 PM	3	Copper Total	0.078			0.013	6.00	0.014	5.57
220	10/9/13 5:00 PM	3	Chemical Oxygen Demand (COD)	351					120	2.93
221	10/9/13 5:00 PM	3	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	90					30	3.00
222	10/9/13 5:00 PM	3	Ammonia Total (as N)	3.1					2.14	1.45
223	10/9/13 4:40 PM	4	Zinc Total	1.8			0.12	15.00	0.12	15.00
224	10/9/13 4:40 PM	4	Total Suspended Solids (TSS)	128					100	1.28
225	10/9/13 4:40 PM	4	Total Coliform	14000	10000	1.40				
226	10/9/13 4:40 PM	4	Nitrite Plus Nitrate (as N)	6.88					0.68	10.12
227	10/9/13 4:40 PM	4	Fecal Coliform	700	400	1.75				
228	10/9/13 4:40 PM	4	Copper Total	0.19			0.013	14.62	0.014	13.57
229	10/9/13 4:40 PM	4	Chemical Oxygen Demand (COD)	340					120	2.83
230	10/9/13 4:40 PM	4	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	85					30	2.83
231	10/9/13 4:40 PM	4	Ammonia Total (as N)	3.95					2.14	1.85
232	10/9/13 4:10 PM	5	Zinc Total	0.53			0.12	4.42	0.12	4.42
233	10/9/13 4:10 PM	5	Total Suspended Solids (TSS)	439					100	4.39
234	10/9/13 4:10 PM	5	Total Coliform	60000	10000	6.00				
235	10/9/13 4:10 PM	5	Nitrite Plus Nitrate (as N)	7.71					0.68	11.34
236	10/9/13 4:10 PM	5	Fecal Coliform	3000	400	7.50				
237	10/9/13 4:10 PM	5	Copper Total	0.054			0.013	4.15	0.014	3.86
238	10/9/13 4:10 PM	5	Chloride	742	250	2.97				
239	10/9/13 4:10 PM	5	Chemical Oxygen Demand (COD)	210					120	1.75
240	10/9/13 4:10 PM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	61					30	2.03
241	10/9/13 4:10 PM	5	Ammonia Total (as N)	3					2.14	1.40
242	5/6/13 12:00 PM	5	Zinc Total	0.5			0.12	4.17	0.12	4.17
243	5/6/13 12:00 PM	5	Total Suspended Solids (TSS)	153					100	1.53
244	5/6/13 12:00 PM	5	Total Coliform	30000	10000	3.00				
245	5/6/13 12:00 PM	5	Phosphorus Total (as P)	2.35					2	1.18
246	5/6/13 12:00 PM	5	Nitrite Plus Nitrate (as N)	7.18					0.68	10.56
247	5/6/13 12:00 PM	5	Fecal Coliform	30000	400	75.00				
248	5/6/13 12:00 PM	5	Copper Total	0.08			0.013	6.15	0.014	5.71
249	5/6/13 12:00 PM	5	Chemical Oxygen Demand (COD)	257					120	2.14
250	5/6/13 12:00 PM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	120					30	4.00
251	5/6/13 11:40 AM	4	Zinc Total	0.54			0.12	4.50	0.12	4.50
252	5/6/13 11:40 AM	4	Total Coliform	300000	10000	30.00				

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253	5/6/13 11:40 AM	4	Selenium Total	0.077			0.005	15.40	0.005	15.40
254	5/6/13 11:40 AM	4	Nitrite Plus Nitrate (as N)	6.12					0.68	9.00
255	5/6/13 11:40 AM	4	Fecal Coliform	700	400	1.75				
256	5/6/13 11:40 AM	4	Copper Total	0.11			0.013	8.46	0.014	7.86
257	5/6/13 11:40 AM	4	Chemical Oxygen Demand (COD)	227					120	1.89
258	5/6/13 11:40 AM	4	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	34					30	1.13
259	5/6/13 11:10 AM	3	Total Coliform	27000	10000	2.70				
260	5/6/13 11:10 AM	3	Nitrite Plus Nitrate (as N)	5.73					0.68	8.43
261	5/6/13 11:10 AM	3	Fecal Coliform	4000	400	10.00				
262	5/6/13 11:10 AM	3	Copper Total	0.04			0.013	3.08	0.014	2.86
263	5/6/13 11:10 AM	3	Chemical Oxygen Demand (COD)	196					120	1.63
264	5/6/13 11:10 AM	3	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	41					30	1.37
265	5/6/13 10:45 AM	2	Zinc Total	0.25			0.12	2.08	0.12	2.08
266	5/6/13 10:45 AM	2	Total Coliform	22000	10000	2.20				
267	5/6/13 10:45 AM	2	Selenium Total	0.028			0.005	5.60	0.005	5.60
268	5/6/13 10:45 AM	2	Nitrite Plus Nitrate (as N)	4.34					0.68	6.38
269	5/6/13 10:45 AM	2	Fecal Coliform	17000	400	42.50				
270	5/6/13 10:45 AM	2	Copper Total	0.029			0.013	2.23	0.014	2.07
271	5/6/13 10:45 AM	2	Chemical Oxygen Demand (COD)	145					120	1.21
272	5/6/13 10:45 AM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	46					30	1.53
273	5/6/13 10:00 AM	1	Zinc Total	0.55			0.12	4.58	0.12	4.58
274	5/6/13 10:00 AM	1	Total Suspended Solids (TSS)	1080					100	10.80
275	5/6/13 10:00 AM	1	Total Coliform	90000	10000	9.00				
276	5/6/13 10:00 AM	1	Nitrite Plus Nitrate (as N)	3.72					0.68	5.47
277	5/6/13 10:00 AM	1	Fecal Coliform	40000	400	100.00				
278	5/6/13 10:00 AM	1	Copper Total	0.06			0.013	4.62	0.014	4.19
279	5/6/13 10:00 AM	1	Chemical Oxygen Demand (COD)	425					120	3.34
280	5/6/13 10:00 AM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	145					30	4.83
281	2/8/13 3:36 PM	5	Zinc Total	0.38			0.12	3.17	0.12	3.17
282	2/8/13 3:36 PM	5	Total Coliform	60000	10000	6.00				
283	2/8/13 3:36 PM	5	Fecal Coliform	6000	400	15.00				
284	2/8/13 3:36 PM	5	Copper Total	0.05			0.013	3.85	0.014	3.57
285	2/8/13 3:24 PM	4	Zinc Total	0.25			0.12	2.08	0.12	2.08
286	2/8/13 3:24 PM	4	Total Suspended Solids (TSS)	160					100	1.60
287	2/8/13 3:24 PM	4	Nitrite Plus Nitrate (as N)	1.2					0.68	1.76
288	2/8/13 3:24 PM	4	Fecal Coliform	1600	400	4.00				
289	2/8/13 3:24 PM	4	Copper Total	0.03			0.013	2.31	0.014	2.14
290	2/8/13 3:24 PM	4	Chemical Oxygen Demand (COD)	140					120	1.17
291	2/8/13 3:14 PM	3	Zinc Total	0.24			0.12	2.00	0.12	2.00
292	2/8/13 3:14 PM	3	Total Suspended Solids (TSS)	170					100	1.70
293	2/8/13 3:14 PM	3	Nitrite Plus Nitrate (as N)	1					0.68	1.47
294	2/8/13 3:14 PM	3	Copper Total	0.05			0.013	3.85	0.014	3.57
295	2/8/13 3:14 PM	3	Chemical Oxygen Demand (COD)	180					120	1.50
296	2/8/13 2:55 PM	2	Zinc Total	0.23			0.12	1.92	0.12	1.92
297	2/8/13 2:55 PM	2	Total Suspended Solids (TSS)	110					100	1.10
298	2/8/13 2:55 PM	2	Nitrite Plus Nitrate (as N)	0.89					0.68	1.31
299	2/8/13 2:55 PM	2	Copper Total	0.02			0.013	1.54	0.014	1.43
300	2/8/13 2:55 PM	2	Chemical Oxygen Demand (COD)	130					120	1.08
301	2/8/13 2:40 PM	1	Zinc Total	0.23			0.12	1.92	0.12	1.92
302	2/8/13 2:40 PM	1	Total Suspended Solids (TSS)	280					100	2.80
303	2/8/13 2:40 PM	1	Nitrite Plus Nitrate (as N)	2.1					0.68	3.09

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304	2/8/13 2:40 PM	1	Copper Total	0.02			0.013	1.54	0.014	1.43
305	2/8/13 2:40 PM	1	Chloride	290	250	1.16				
306	2/8/13 2:40 PM	1	Chemical Oxygen Demand (COD)	130					120	1.08
307	2/8/13 2:40 PM	1	Ammonia Total (as N)	2.8					2.14	1.31
308	12/12/11 10:15 AM	5	Zinc Total	0.13			0.12	1.08	0.12	1.08
309	12/12/11 10:15 AM	5	Total Coliform	50000	10000	5.00				
310	12/12/11 10:15 AM	5	Fecal Coliform	3000	400	7.50				
311	12/12/11 10:15 AM	5	Copper Total	0.02			0.013	1.54	0.014	1.43
312	12/12/11 10:00 AM	4	Zinc Total	0.19			0.12	1.58	0.12	1.58
313	12/12/11 10:00 AM	4	Total Suspended Solids (TSS)	130					100	1.30
314	12/12/11 10:00 AM	4	Total Coliform	22000	10000	2.20				
315	12/12/11 10:00 AM	4	Nitrite Plus Nitrate (as N)	7.7					0.68	11.32
316	12/12/11 10:00 AM	4	Fecal Coliform	900	400	2.25				
317	12/12/11 10:00 AM	4	Copper Total	0.03			0.013	2.31	0.014	2.14
318	12/12/11 10:00 AM	4	Chemical Oxygen Demand (COD)	129					120	1.08
319	12/12/11 9:45 AM	3	Zinc Total	0.14			0.12	1.17	0.12	1.17
320	12/12/11 9:45 AM	3	Nitrite Plus Nitrate (as N)	2.32					0.68	3.41
321	12/12/11 9:45 AM	3	Copper Total	0.04			0.013	3.08	0.014	2.86
322	12/12/11 9:45 AM	3	Chemical Oxygen Demand (COD)	159					120	1.33
323	12/12/11 9:45 AM	3	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	32.7					30	1.09
324	12/12/11 9:30 AM	2	Nitrite Plus Nitrate (as N)	1.23					0.68	1.81
325	12/12/11 9:30 AM	2	Copper Total	0.02			0.013	1.54	0.014	1.43
326	12/12/11 9:10 AM	1	Zinc Total	0.68			0.12	5.67	0.12	5.67
327	12/12/11 9:10 AM	1	Total Suspended Solids (TSS)	3800					100	38.00
328	12/12/11 9:10 AM	1	Total Coliform	22000	10000	2.20				
329	12/12/11 9:10 AM	1	Nitrite Plus Nitrate (as N)	1.6					0.68	2.35
330	12/12/11 9:10 AM	1	Mercury Total	0.18					0.0014	128.57
331	12/12/11 9:10 AM	1	Fecal Coliform	5000	400	12.50				
332	12/12/11 9:10 AM	1	Copper Total	0.2			0.013	15.38	0.014	14.29
333	12/12/11 9:10 AM	1	Chemical Oxygen Demand (COD)	152					120	1.27
334	12/12/11 9:10 AM	1	Ammonia Total (as N)	3.9					2.14	1.82
335	11/4/11 12:50 PM	5	Zinc Total	0.4			0.12	3.33	0.12	3.33
336	11/4/11 12:50 PM	5	Total Coliform	30000	10000	3.00				
337	11/4/11 12:50 PM	5	Nitrite Plus Nitrate (as N)	1.1					0.68	1.62
338	11/4/11 12:50 PM	5	Fecal Coliform	22000	400	55.00				
339	11/4/11 12:50 PM	5	Copper Total	0.05			0.013	3.85	0.014	3.57
340	11/4/11 12:50 PM	5	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	31					30	1.03
341	11/4/11 12:50 PM	5	Ammonia Total (as N)	3.2					2.14	1.50
342	11/4/11 12:30 PM	4	Zinc Total	0.4			0.12	3.33	0.12	3.33
343	11/4/11 12:30 PM	4	Total Suspended Solids (TSS)	216					100	2.16
344	11/4/11 12:30 PM	4	Total Coliform	60000	10000	6.00				
345	11/4/11 12:30 PM	4	Nitrite Plus Nitrate (as N)	1.4					0.68	2.06
346	11/4/11 12:30 PM	4	Fecal Coliform	50000	400	125.00				
347	11/4/11 12:30 PM	4	Copper Total	0.05			0.013	3.85	0.014	3.57
348	11/4/11 12:30 PM	4	Chemical Oxygen Demand (COD)	246					120	2.05
349	11/4/11 12:30 PM	4	Ammonia Total (as N)	3					2.14	1.40
350	11/4/11 12:15 PM	3	Zinc Total	0.3			0.12	2.50	0.12	2.50
351	11/4/11 12:15 PM	3	Total Coliform	150000	10000	15.00				
352	11/4/11 12:15 PM	3	Nitrite Plus Nitrate (as N)	1.6					0.68	2.35
353	11/4/11 12:15 PM	3	Mercury Total	0.2					0.0014	142.86
354	11/4/11 12:15 PM	3	Fecal Coliform	60000	400	150.00				
355	11/4/11 12:15 PM	3	Copper Total	0.06			0.013	4.62	0.014	4.29
356	11/4/11 12:15 PM	3	Chemical Oxygen Demand (COD)	240					120	2.00

Freshwater Standards

357	11/4/11 12:15 PM	3	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	38					30	1.27
358	11/4/11 12:15 PM	3	Ammonia Total (as N)	8.1					2.14	3.79
359	11/4/11 12:00 PM	2	Zinc Total	0.3			0.12	2.50	0.12	2.50
360	11/4/11 12:00 PM	2	Total Suspended Solids (TSS)	148					100	1.48
361	11/4/11 12:00 PM	2	Total Coliform	30000	10000	3.00				
362	11/4/11 12:00 PM	2	Nitrite Plus Nitrate (as N)	1.9					0.68	2.79
363	11/4/11 12:00 PM	2	Mercury Total	0.2					0.0014	142.86
364	11/4/11 12:00 PM	2	Fecal Coliform	30000	400	75.00				
365	11/4/11 12:00 PM	2	Copper Total	0.05			0.013	3.85	0.014	3.57
366	11/4/11 12:00 PM	2	Chemical Oxygen Demand (COD)	263					120	2.19
367	11/4/11 12:00 PM	2	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	35					30	1.17
368	11/4/11 12:00 PM	2	Ammonia Total (as N)	7.6					2.14	3.55
369	11/4/11 11:40 AM	1	Zinc Total	1.4			0.12	11.67	0.12	11.67
370	11/4/11 11:40 AM	1	Total Suspended Solids (TSS)	1680					100	16.80
371	11/4/11 11:40 AM	1	Total Coliform	130000	10000	13.00				
372	11/4/11 11:40 AM	1	Nitrite Plus Nitrate (as N)	4.3					0.68	6.32
373	11/4/11 11:40 AM	1	Mercury Total	0.08					0.0014	57.14
374	11/4/11 11:40 AM	1	Fecal Coliform	110000	400	275.00				
375	11/4/11 11:40 AM	1	Copper Total	0.3			0.013	23.08	0.014	21.43
376	11/4/11 11:40 AM	1	Chloride	653	250	2.61				
377	11/4/11 11:40 AM		Chemical Oxygen Demand (COD)	556					120	4.63
378	11/4/11 11:40 AM	1	Cadmium Total	0.004			0.0043	0.93	0.0021	1.90
379	11/4/11 11:40 AM	1	Biochemical Oxygen Demand (BOD) (5-day @ 20 Deg. C)	54					30	1.80
380	11/4/11 11:40 AM	1	Ammonia Total (as N)	72.4					2.14	33.83
381	5/17/2011 10:30	1	Zinc Total	0.32			0.12	2.67	0.12	2.67
382	5/17/2011 10:30	2	Zinc Total	0.12			0.12	1.00	0.12	1.00
383	5/17/2011 10:30	4	Zinc Total	0.63			0.12	5.25	0.12	5.25
384	5/17/2011 10:30	4	Total Suspended Solids (TSS)	1500					100	15.00
385	5/17/2011 10:30	1	Total Suspended Solids (TSS)	150					100	1.50
386	5/17/2011 10:30	1	Nitrogen (total)	4.7					0.68	6.91
387	5/17/2011 10:30	3	Nitrogen (total)	1.2					0.68	1.76
388	5/17/2011 10:30	4	Nitrogen (total)	1.9					0.68	2.79
389	5/17/2011 10:30	1	Copper Total	0.03			0.013	2.31	0.014	2.14
390	5/17/2011 10:30	2	Copper Total	0.037			0.013	2.85	0.014	2.64
391	5/17/2011 10:30	3	Copper Total	0.029			0.013	2.23	0.014	2.07
392	5/17/2011 10:30	4	Copper Total	0.12			0.013	9.23	0.014	8.57
393	5/17/2011 10:30	5	Copper Total	0.024			0.013	1.85	0.014	1.71
394	5/17/2011 10:30	1	Chloride	380	250	1.52				
395	5/17/2011 10:30	5	Chloride	280	250	1.12				

*All units are mg/L except bacteria, which is reported in (MPN/100mL)

Saltwater Standards

No.	Date/time of sample collection	Parameter*	Result	Basin Plan Standard	Magnitude of exceedance	CTR Standard	Magnitude of exceedance	MSGP Standard	Magnitude of exceedance
1	4/7/16 2:00 PM	Zinc Total	0.14			0.09	1.56	0.09	1.25
2	4/7/16 2:00 PM	Enterococci	2300	104	22.12				
3	4/7/16 1:40 PM	Zinc Total	0.28			0.09	3.11	0.09	1.25
4	4/7/16 1:40 PM	Enterococci	2800	104	26.92				
5	4/7/16 1:40 PM	Copper Total	0.023			0.0048	4.79	0.0048	4.79
6	4/7/16 1:10 PM	Zinc Total	0.25			0.09	2.78	0.09	1.25
7	4/7/16 1:10 PM	Enterococci	3000	104	28.85				
8	4/7/16 12:40 PM	Zinc Total	0.6			0.09	6.67	0.09	1.25
9	4/7/16 12:40 PM	Enterococci	800	104	7.69				
10	4/7/16 12:40 PM	Copper Total	0.045			0.0048	9.38	0.0048	9.38
11	12/22/15 10:15 AM	Zinc Total	0.15			0.09	1.67	0.09	1.67
12	12/22/15 10:15 AM	Enterococci	3000	104	28.85				
13	12/22/15 10:15 AM	Copper Total	0.03			0.0048	6.25	0.0048	6.25
14	12/22/15 10:00 AM	Zinc Total	0.12			0.09	1.33	0.09	1.33
15	12/22/15 10:00 AM	Enterococci	400	104	3.85				
16	12/22/15 10:00 AM	Copper Total	0.014			0.0048	2.92	0.0048	2.92
17	12/22/15 9:20 AM	Enterococci	500	104	4.81				
18	12/22/15 8:40 AM	Zinc Total	0.82			0.09	9.11	0.09	9.11
19	12/22/15 8:40 AM	Enterococci	1400	104	13.46				
20	12/22/15 8:40 AM	Copper Total	0.041			0.0048	8.54	0.0048	8.54
21	9/15/15 12:20 PM	Zinc Total	0.17			0.09	1.89	0.09	1.89
22	9/15/15 12:20 PM	Enterococci	17000	104	163.46				
23	9/15/15 12:20 PM	Copper Total	0.015			0.0048	3.13	0.0048	3.13
24	9/15/15 11:40 AM	Zinc Total	0.39			0.09	4.33	0.09	4.33
25	9/15/15 11:40 AM	Enterococci	50000	104	480.77				
26	9/15/15 11:40 AM	Copper Total	0.024			0.0048	5.00	0.0048	5.00
27	9/15/15 10:40 AM	Zinc Total	0.32			0.09	3.56	0.09	3.56
28	9/15/15 10:40 AM	Enterococci	11000	104	105.77				
29	9/15/15 10:40 AM	Copper Total	0.041			0.0048	8.54	0.0048	8.54
30	9/15/15 10:20 AM	Zinc Total	0.44			0.09	4.89	0.09	4.89
31	9/15/15 10:20 AM	Enterococci	170000	104	1634.62				
32	9/15/15 10:20 AM	Copper Total	0.064			0.0048	13.33	0.0048	13.33
33	12/12/14 8:20 AM	Zinc Total	0.15			0.09	1.67	0.09	1.67
34	12/12/14 8:20 AM	Copper Total	0.022			0.0048	4.58	0.0048	4.58
35	12/12/14 8:05 AM	Zinc Total	0.098			0.09	1.09	0.09	1.09
36	12/12/14 8:05 AM	Copper Total	0.023			0.0048	4.79	0.0048	4.79
37	12/12/14 7:45 AM	Zinc Total	0.12			0.09	1.33	0.09	1.33
38	12/12/14 7:45 AM	Copper Total	0.023			0.0048	4.79	0.0048	4.79
39	12/12/14 7:15 AM	Zinc Total	0.23			0.09	2.56	0.09	2.56
40	12/12/14 7:15 AM	Copper Total	0.03			0.0048	6.25	0.0048	6.25
41	12/2/14 5:55 PM	Zinc Total	0.11			0.09	1.22	0.09	1.22
42	12/2/14 5:55 PM	Enterococci	40000	104	384.62				
43	12/2/14 5:55 PM	Copper Total	0.013			0.0048	2.71	0.0048	2.71
44	12/2/14 5:45 PM	Zinc Total	0.3			0.09	3.33	0.09	3.33
45	12/2/14 5:45 PM	Enterococci	11000	104	105.77				
46	12/2/14 5:45 PM	Copper Total	0.02			0.0048	4.17	0.0048	4.17

Saltwater Standards

47	12/2/14 5:20 PM	Zinc Total	0.13			0.09	1.44	0.09	1.44
48	12/2/14 5:20 PM	Enterococci	12000	104	115.38				
49	12/2/14 5:20 PM	Copper Total	0.023			0.0048	4.79	0.0048	4.79
50	12/2/14 5:10 PM	Zinc Total	0.37			0.09	4.11	0.09	4.11
51	12/2/14 5:10 PM	Enterococci	24000	104	230.77				
52	12/2/14 5:10 PM	Copper Total	0.036			0.0048	7.50	0.0048	7.50
53	12/7/13 3:20 PM	Zinc Total	0.097			0.09	1.08	0.09	1.08
54	12/7/13 3:20 PM	Copper Total	0.017			0.0048	3.54	0.0048	3.54
55	12/7/13 3:00 PM	Zinc Total	0.13			0.09	1.44	0.09	1.44
56	12/7/13 2:40 PM	Zinc Total	0.1			0.09	1.11	0.09	1.11
57	12/7/13 2:40 PM	Copper Total	0.027			0.0048	5.63	0.0048	5.63
58	12/7/13 2:25 PM	Zinc Total	0.12			0.09	1.33	0.09	1.33
59	12/7/13 2:25 PM	Copper Total	0.031			0.0048	6.46	0.0048	6.46
60	12/7/13 1:55 PM	Zinc Total	0.14			0.09	1.56	0.09	1.56
61	12/7/13 1:55 PM	Copper Total	0.02			0.0048	4.17	0.0048	4.17
62	10/9/13 6:00 PM	Zinc Total	0.66			0.09	7.33	0.09	7.33
63	10/9/13 6:00 PM	Copper Total	0.096			0.0048	20.00	0.0048	20.00
64	10/9/13 5:30 PM	Zinc Total	0.4			0.09	4.44	0.09	4.44
65	10/9/13 5:30 PM	Copper Total	0.079			0.0048	16.46	0.0048	16.46
66	10/9/13 5:00 PM	Zinc Total	0.38			0.09	4.22	0.09	4.22
67	10/9/13 5:00 PM	Copper Total	0.078			0.0048	16.25	0.0048	16.25
68	10/9/13 4:40 PM	Zinc Total	1.8			0.09	20.00	0.09	20.00
69	10/9/13 4:40 PM	Copper Total	0.19			0.0048	39.58	0.0048	39.58
70	10/9/13 4:10 PM	Zinc Total	0.53			0.09	5.89	0.09	5.89
71	10/9/13 4:10 PM	Copper Total	0.054			0.0048	11.25	0.0048	11.25
72	5/6/13 12:00 PM	Zinc Total	0.5			0.09	5.56	0.09	5.56
73	5/6/13 12:00 PM	Copper Total	0.08			0.0048	16.67	0.0048	16.67
74	5/6/13 11:40 AM	Zinc Total	0.54			0.09	6.00	0.09	6.00
75	5/6/13 11:40 AM	Copper Total	0.11			0.0048	22.92	0.0048	22.92
76	5/6/13 11:10 AM	Zinc Total	0.091			0.09	1.01	0.09	1.01
77	5/6/13 11:10 AM	Copper Total	0.04			0.0048	8.33	0.0048	8.33
78	5/6/13 10:45 AM	Zinc Total	0.25			0.09	2.78	0.09	2.78
79	5/6/13 10:45 AM	Copper Total	0.029			0.0048	6.04	0.0048	6.04
80	5/6/13 10:00 AM	Zinc Total	0.55			0.09	6.11	0.09	6.11
81	5/6/13 10:00 AM	Copper Total	0.06			0.0048	12.50	0.0048	12.50
82	2/8/13 3:36 PM	Zinc Total	0.38			0.09	4.22	0.09	4.22
83	2/8/13 3:36 PM	Copper Total	0.05			0.0048	10.42	0.0048	10.42
84	2/8/13 3:24 PM	Zinc Total	0.25			0.09	2.78	0.09	2.78
85	2/8/13 3:24 PM	Copper Total	0.03			0.0048	6.25	0.0048	6.25
86	2/8/13 3:14 PM	Zinc Total	0.24			0.09	2.67	0.09	2.67
87	2/8/13 3:14 PM	Copper Total	0.05			0.0048	10.42	0.0048	10.42
88	2/8/13 2:55 PM	Zinc Total	0.23			0.09	2.56	0.09	2.56
89	2/8/13 2:55 PM	Copper Total	0.02			0.0048	4.17	0.0048	4.17
90	2/8/13 2:40 PM	Zinc Total	0.23			0.09	2.56	0.09	2.56
91	2/8/13 2:40 PM	Copper Total	0.02			0.0048	4.17	0.0048	4.17
92	12/12/11 10:15 AM	Zinc Total	0.13			0.09	1.44	0.09	1.44
93	12/12/11 10:15 AM	Copper Total	0.02			0.0048	4.17	0.0048	4.17

Saltwater Standards

94	12/12/11 10:00 AM	Zinc Total	0.19			0.09	2.11	0.09	2.11
95	12/12/11 10:00 AM	Copper Total	0.03			0.0048	6.25	0.0048	6.25
96	12/12/11 9:45 AM	Zinc Total	0.14			0.09	1.56	0.09	1.56
97	12/12/11 9:45 AM	Copper Total	0.04			0.0048	8.33	0.0048	8.33
98	12/12/11 9:30 AM	Copper Total	0.02			0.0048	4.17	0.0048	4.17
99	12/12/11 9:10 AM	Zinc Total	0.68			0.09	7.56	0.09	7.56
100	12/12/11 9:10 AM	Copper Total	0.2			0.0048	41.67	0.0048	41.67
101	11/4/11 12:50 PM	Zinc Total	0.4			0.09	4.44	0.09	4.44
102	11/4/11 12:50 PM	Copper Total	0.05			0.0048	10.42	0.0048	10.42
103	11/4/11 12:30 PM	Zinc Total	0.4			0.09	4.44	0.09	4.44
104	11/4/11 12:30 PM	Copper Total	0.05			0.0048	10.42	0.0048	10.42
105	11/4/11 12:15 PM	Zinc Total	0.3			0.09	3.33	0.09	3.33
106	11/4/11 12:15 PM	Copper Total	0.06			0.0048	12.50	0.0048	12.50
107	11/4/11 12:00 PM	Zinc Total	0.3			0.09	3.33	0.09	3.33
108	11/4/11 12:00 PM	Copper Total	0.05			0.0048	10.42	0.0048	10.42
109	11/4/11 11:40 AM	Zinc Total	1.4			0.09	15.56	0.09	15.56
110	11/4/11 11:40 AM	Copper Total	0.3			0.0048	62.50	0.0048	62.50
111	5/17/2011 10:30	Zinc Total	0.32			0.09	3.56	0.09	3.56
112	5/17/2011 10:30	Zinc Total	0.12			0.09	1.33	0.09	1.33
113	5/17/2011 10:30	Zinc Total	0.63			0.09	7.00	0.09	7.00
114	5/17/2011 10:30	Copper Total	0.03			0.0048	6.25	0.0048	6.25
115	5/17/2011 10:30	Copper Total	0.037			0.0048	7.71	0.0048	7.71
116	5/17/2011 10:30	Copper Total	0.029			0.0048	6.04	0.0048	6.04
117	5/17/2011 10:30	Copper Total	0.12			0.0048	25.00	0.0048	25.00
118	5/17/2011 10:30	Copper Total	0.024			0.0048	5.00	0.0048	5.00

*All units are mg/L except bacteria, which is reported in (MPN/100mL)

EXHIBIT B

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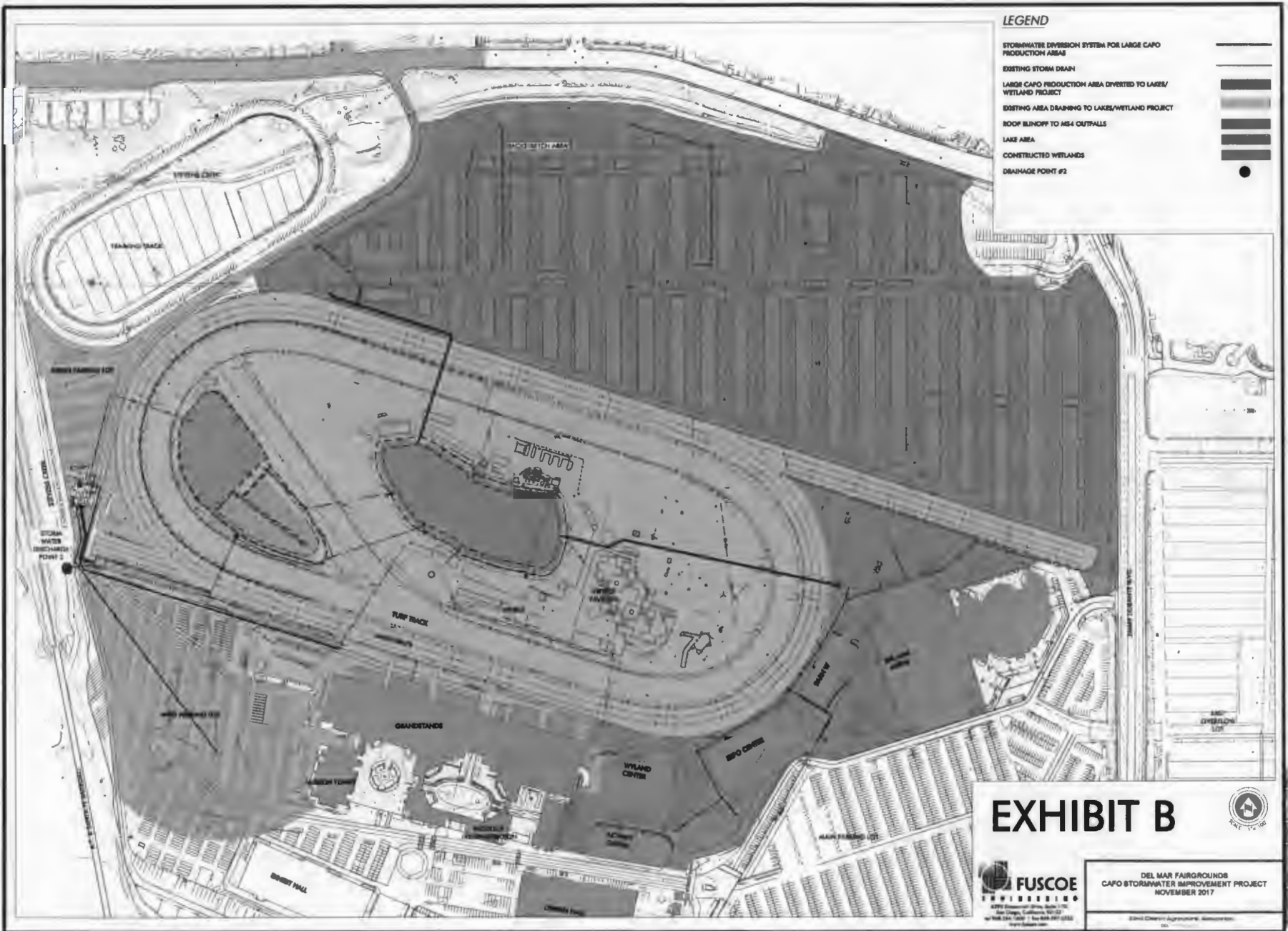


EXHIBIT C

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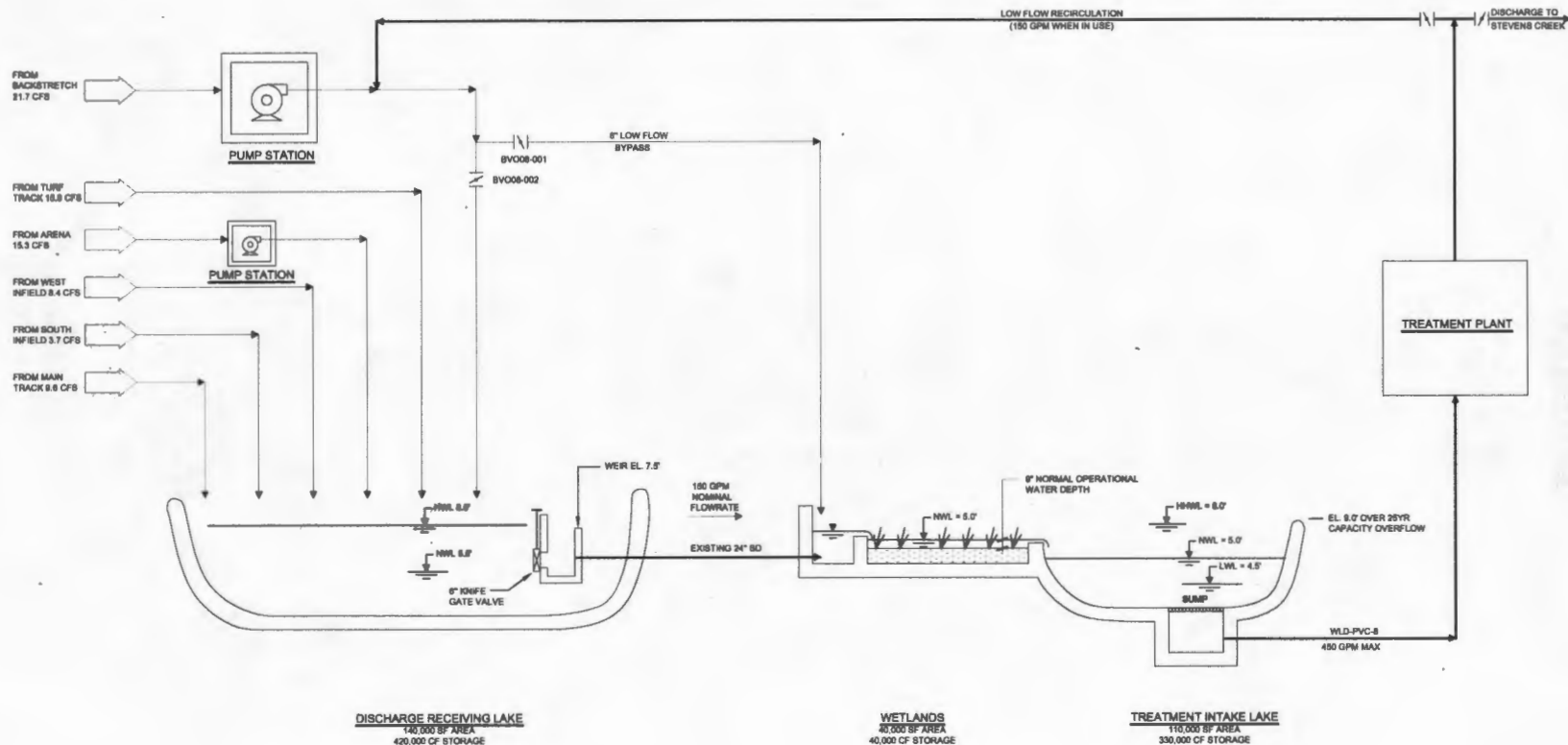


EXHIBIT C



DEL MAR FAIRGROUNDS
CAFO STORMWATER IMPROVEMENT PROJECT
FLOW DIAGRAM
OCTOBER 2017

22nd District Agricultural Association
DEL MAR, CA

EXHIBIT D

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Exhibit D
District Implementation Schedule

1. By February 1, 2018, District will:
 - a. Complete Construction Documents
 - b. Obtain approval from relevant agencies to dewater the lake either by discharging to the sanitary sewer or through a dewatering permit issued by the RWQCB*
2. By March 1, 2018, District will:
 - a. Obtain approval from the California Fair Services Authority (CFSA) for construction and bid documents.*
3. By March 1, 2018, District will:
 - a. Obtain approval from CFSA to award contracts*
4. By December 1, 2018 District will
 - a. Complete construction of the Treatment Plant
5. By May 1, 2019, District will:
 - a. Complete construction of the West Lake including Wetlands
6. By May 1, 2019, District will:
 - a. Complete construction of Stable Area piping system
7. By May 1, 2020, District will:
 - a. Complete construction of East Lake
8. By April 1, 2021, District will:
 - a. Complete interconnection between Lakes, Treatment Plant and Stable Area
9. By May 1, 2021, District will:
 - a. Complete interconnection between the Lakes, Arena, and Wyland Center
10. By November 1, 2021, District will:
 - a. Fully operationalize the system

*Those items marked with an asterisk are under the control of third party agencies. Failure of any of the third party agency to meet the milestones herein shall be considered to be an excusable delay pursuant to Provision VIII.

EXHIBIT E

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DEL MAR FAIRGROUNDS AND RACETRACK

MONITORING PLAN

VERSION 1

DECEMBER 2017

PREPARED FOR:

**DEL MAR FAIRGROUNDS AND RACETRACK
2260 Jimmy Durante Boulevard
Del Mar, CA 92014**

PREPARED BY:

**D-MAX ENGINEERING, INC.
7220 Trade Street, Suite 119
San Diego, CA 92121
(858) 586-6600**



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Tables

Table 1. Sampling Locations

Table 2. Sampling Team

Table 3. Sample Handling and Custody

Table 4. Parameters and Discharge Limits for Sampling Location #2

Table 5. Parameters and Water Quality Objectives for Sampling Locations #1, #3, #4, and #5

Figures

Figure 1. Fairgrounds Sampling Locations

1. INTRODUCTION

The purpose of this monitoring plan is to describe the monitoring program to be implemented in the evaluation of the water quality discharging to Stevens Creek and the San Dieguito River/Lagoon from the Del Mar Fairgrounds and Racetrack (Fairgrounds) property located at 2260 Jimmy Durante Blvd. in the City of Del Mar. The monitoring program is intended to meet the requirements of the State Water Resources Control Board Order No. 2013-0001-DWQ (Phase II MS4 Permit) and the Consent Decree. This monitoring plan describes the monitoring locations and frequencies, field and analytical parameters and methods, and data management procedures that will be used.

2. BACKGROUND

In accordance with the Phase II MS4 Permit, the Fairgrounds are required to perform sampling of illicit discharges (i.e., prohibited dry weather runoff) from storm drain outfalls from their property. Monitoring must be performed for specific parameters to help determine the source of the illicit discharge. In addition to this monitoring, the Fairgrounds have entered into an agreement with San Diego Coastkeeper and the Coastal Environmental Rights Foundation to perform storm water (i.e., wet weather) runoff sampling as documented in the Consent Decree. Storm water sampling will be performed to monitor the levels of pollutants in runoff discharged from the Fairgrounds' outfalls to Stevens Creek and the San Dieguito River/Lagoon to confirm compliance with the Consent Decree.

3. WATER QUALITY MONITORING

3.1 Sampling Locations

The sampling locations are presented in Table 1, below, and in Figures 1 at the end of this document. The sampling locations are located upstream in the storm drain conveyance from the outfall since the outfalls are often inundated by tidal waters and are difficult to access. The sampling location identification numbers correspond to the associated outfall number.

Table 1. Sampling Locations

Site ID	Latitude	Longitude	Associated Outfall
1	32.978414	-117.267618	1
2	32.975994	-117.266917	2
3	32.973648	-117.266505	3
4	32.971967	-117.264103	4
5	32.972216	-117.260812	5

3.2 Sampling Frequencies

Grab samples will be collected for laboratory analysis from the five sampling locations listed in Table 1 above.

At Sampling Location #2, samples will be collected from any storm water discharge during the Fairgrounds' operating hours or, for storm water stored onsite prior to discharge, whenever storm water is released offsite from Outfall # 2, whether during operating hours or not. Receiving water samples will also be collected during each sampling event at Sampling Location #2 for total hardness.

At Sampling Locations #1, #3, #4, and #5, samples will be collected during three qualifying storm events (QSEs) occurring during the first four hours of the Fairgrounds' operating hours or, for storm water stored onsite prior to discharge, whenever storm water is released offsite from Outfalls #1, #3, #4, or #5 whether during operating hours or not.

The Fairgrounds' operate Monday through Friday from 8:00am to 5:00pm. Variations in actual operating hours may occur as necessary. Variation may be attributed to special events held at the facility Monday through Sunday.

Should the Fairgrounds demonstrate full compliance with all of the discharge limitations in Table 4 for four consecutive discharge events from Outfall # 2, the Fairgrounds may reduce sampling in compliance with its Storm Water Management Plan (SWMP), except under no circumstances shall the Fairgrounds be permitted to collect samples from less than four discharge events from Sampling Location # 2 per year unless four discharge events do not occur in a particular year.

Should the Fairgrounds demonstrate full compliance with all of the water quality objectives listed in Table 5 for two consecutive QSEs from Outfalls #1, #3, #4, and #5, the Fairgrounds may reduce sampling in compliance with its SWMP, except under no circumstances shall the Fairgrounds be permitted to collect samples from less than two QSEs each from Sampling Locations #1, #3, #4, and #5 per year unless less than two QSEs occur in a particular year.

3.3 Sampling Team

The Fairgrounds has contracted D-MAX Engineering, Inc. (D-MAX) to perform dry and wet weather sampling. D-MAX is responsible for coordinating and performing the sampling at the designated monitoring sites, which includes providing sampling equipment, obtaining sample bottles from a certified laboratory, recording field data, and ensuring laboratory samples are provided to the laboratory for analysis within appropriate holding times. D-MAX staff members will monitor the weather forecast, measure and record field parameters on the field datasheet, collect samples from the sampling locations. Brianna Martin with D-MAX will provide oversight of sampling activities and coordinate with Fairgrounds staff for sampling. The sampling team is provided in the table below.

Table 2. Sampling Team

Role	Name	Organization
Project Manager	Dustin Fuller	Del Mar Fairgrounds & Racetrack
D-MAX Project Manager	Brianna Martin	D-MAX Engineering, Inc.
Field Sampling Lead	Brianna Martin	D-MAX Engineering, Inc.
Laboratory Project Managers	Dan Verdon	EnviroMatrix Analytical, Inc.
	Rick Forsyth	Sierra Analytical Labs, Inc.

3.4 Sampling Methods, Parameters, and Discharge Limits

Field method standard operating procedures (SOPs) are based on *SOPs for Conducting Field Measurements and Field Collections of Water and Bed Sediment Samples with Associated Field Measurements and Physical Habitat in California, Version 1.1* (Marine Pollution Studies Laboratory – Department of Fish and Wildlife, 2014)¹. Samples will be collected in accordance with procedures as specified by the *2017 SWAMP Quality Assurance Program Plan*². Samples will be collected directly in sterile bottles from the lab where possible. Where not possible, clean (triple-rinsed) sampling equipment will be used, and collected water will then be transferred to the bottles. Field samplers will wear gloves and will avoid touching the inside of sampling containers and other potential sources of contamination.

Samples for laboratory analysis are stored in a cooler on ice, in appropriate sample containers with appropriate preservatives. Upon completion of sampling, all samples will be transported to a certified laboratory (EnviroMatrix Analytical, Inc. or Sierra Analytical Labs, Inc.) following strict chain of custody procedures and within the specified holding times, as described in Table 3.

Table 3. Sample Handling and Custody

Parameter	Method	Container type	Sample volume	Preservation (chemical, temperature, light protected)	Maximum holding time
Enterococci	Enterolert	High density polyethylene or polypropylene	100 mL	Sodium thiosulfate is pre-added to the containers in the laboratory (chlorine elimination). Cool to 4 °C in the dark.	6 hours
Total Coliform	SM 9221B	High density polyethylene or polypropylene	100 mL	Sodium thiosulfate is pre-added to the containers in the laboratory (chlorine elimination). Cool to 4 °C in the dark.	6 hours
Fecal Coliform	SM 9221E	High density polyethylene or polypropylene	100 mL	Sodium thiosulfate is pre-added to the containers in the laboratory (chlorine elimination). Cool to 4 °C in the dark.	6 hours
Total Nitrogen	SM 4500	Polyethylene	250 mL	Cool to 6 °C and store in the dark. Acidify with H ₂ SO ₄ to pH<2	28 days
Total Phosphorus	SM 4500 P	Polyethylene	125 mL	Cool to 6 °C and store in the dark. Acidify with H ₂ SO ₄ to pH<2	28 days
Total Dissolved Solids	SM 2540C	Polyethylene	250 mL	Cool to 6°C and store in the dark.	7 days
Total Suspended Solids	SM-2540-D	Polyethylene	250 mL	Cool to 6°C and store in the dark.	7 days
Dissolved Copper	EPA-200.8	Polyethylene	500 mL	Cool to 6 °C and store in the dark.	24 hours
Dissolved Zinc	EPA-200.8	Polyethylene	500 mL	Cool to 6 °C and store in the dark.	24 hours
Chloride	SMEWW 4500 Cl- C,D	Polyethylene	250 mL	Cool to 6°C and store in the dark.	28 days

¹ https://www.waterboards.ca.gov/water_issues/programs/swamp/docs/collect_bed_sediment_update.pdf

² http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp/swamp_QAPrP_2017_Final.pdf

Table 3. Sample Handling and Custody (continued)

Parameter	Method	Container type	Sample volume	Preservation (chemical, temperature, light protected)	Maximum holding time
Total Hardness	EPA- 200.7	Polyethylene	250 mL	Cool to 6 °C and store in the dark. Acidify with HNO ₃ to pH<2	6 months
Chemical Oxygen Demand (COD)	SM 5220C	Polyethylene	125 mL	Cool to 6 °C and store in the dark. Acidify with H ₂ SO ₄ to pH<2	28 days

The analyses to be completed for each sample collected from Sampling Location #2 are included in Table 4, and Table 5 lists the analyses to be completed for each sample collected from Sampling Locations #1, #3, #4, and #5. These tables also list the associated discharge limit for each parameter and the source(s) of each of the limits.

Table 4. Parameters and Discharge Limits for Sampling Location #2

Parameter	Limit	Source
Fecal Coliform	400 MPN/100 mL*	2016 SD Basin Plan/ Beach TMDL
Total Coliform	10,000 MPN/100 mL*	2016 SD Basin Plan/ Beach TMDL
Enterococci	61 MPN/100 mL*	Beach TMDL and 2016 SD Basin Plan: When receiving saltwater body includes water contact recreation and is a “designated beach”
Total Dissolved Solids	500 mg/L	SD Basin Plan
Total Suspended Solids	100 mg/L	SD Basin Plan
Total Nitrogen	1.0 mg/L	1994 SD Basin Plan (cited in the San Dieguito WQIP, January 2017)
Dissolved Copper	CTR**	CA Toxics Rule
Dissolved Zinc	CTR**	CA Toxics Rule
Chloride	250 mg/L	SD Basin Plan
Total Phosphorous	0.1 mg/L***	SD Basin Plan
Total Hardness	N/A	N/A
Chemical Oxygen Demand (COD)	120 mg/L	Industrial General Permit Numeric Action Level

Notes:

MPN - most probable number of colony forming units; mL – milliliters; SD Basin Plan – Water Quality Control Plan for the San Diego Basin³; TMDL – total maximum daily load; mg/L – milligrams per liter; WQIP – Water Quality Improvement Plan; CTR – California Toxics Rule

* 22% max allowable exceedance frequency per 2016 SD Basin Plan/Bacteria Beach TMDL

** Numeric limits will be determined on a case-by-case basis using the applicable formula(s) and methodologies set forth in 40 C.F.R. 131.38. Sampling must include a measure of the receiving water hardness representative for the outfall. The outfall sample concentration must be compared to the California Toxics Rule criteria for the detected level of receiving water hardness associated with that sample.

*** In accordance with the San Diego Region Basin Plan, “a desired goal in order to prevent plant nuisances in streams and other flowing waters appears to be 0.1 mg/l total P. These values are not to be exceeded more than 10% of the time unless studies of the specific body in question clearly show that water quality objective changes are permissible and changes are approved by the Regional Board.

³ https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/

Table 5. Parameters and Water Quality Objectives for Sampling Locations #1, #3, #4, and #5

Parameter*	Water Quality Objective**	Source
Fecal Coliform	400 MPN/100mL	San Diego Basin Plan WQO; TMDL to replace WQO once established
Enterococci	61 MPN/100 mL	San Diego Basin Plan WQO; TMDL to replace WQO once established
Total Dissolved Solids	500 mg/L	San Diego Basin Plan WQO; TMDL to replace WQO once established
Total Nitrogen	1.0 mg/L	San Diego Basin Plan WQO; TMDL to replace WQO once established
Total Phosphorous	0.1 mg/L***	San Diego Basin Plan WQO; TMDL to replace WQO once established

Notes:

MPN - most probable number of colony forming units; mL – milliliters; San Diego Basin Plan – Water Quality Control Plan for the San Diego Basin⁴; TMDL – total maximum daily load; WQO – water quality objective; mg/L – milligrams per liter

* 303(d) impairments for the San Dieguito River. If impairments are added or removed from the 303(d) list, the sampled parameters will be adjusted accordingly.

** As TMDLs for these 303(d) impairments are planned to be established in 2021, San Diego Basin Plan WQOs will be temporarily used as the water quality standard at this time. Once the TMDLs are established, and the role of non-traditional Phase II MS4 discharges is determined by the Regional Board, the TMDLs will take the place of the WQOs and included in the Fairgrounds' SWMP. Sampling will occur three times per year during Qualifying Storm Events ("QSE") in the interim to establish baseline loads and allow for future TMDL modeling and waste load allocations.

*** In accordance with the San Diego Basin Plan, "a desired goal in order to prevent plant nuisances in streams and other flowing waters appears to be 0.1 mg/l total P. These values are not to be exceeded more than 10% of the time unless studies of the specific body in question clearly show that water quality objective changes are permissible and changes are approved by the Regional Board.

⁴ https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/

Figure 1. Fairgrounds Sampling Locations

